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98th Congress, 1st Session - - - - - - House Document No. 98-77

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF BELGIUM

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES

TRANSMITTING

THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF BELGIUM ON SOCIAL SECURITY, THE FINAL PROTOCOL TO THE AGREEMENT, AND THE ADMINISTRATIVE AGREEMENT FOR THE IMPLEMENTATION OF THE AGREEMENT AND ADDITIONAL PROTOCOL, PURSUANT TO 42 U.S.C. 433(e)(1)

JUNE 28, 1983.—Message and accompanying papers referred to the Committee on Ways and Means and ordered to be printed

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U.S. GOVERNMENT PRINTING OFFICE
22-227 O WASHINGTON: 1983

To the Congress of the United States:

Pursuant to section 233(e)(1) of the Social Security Act as amended by the Social Security Amendments of 1977 (P.L. 95–216, 42 U.S.C. 433(e)(1)), I transmit herewith the Agreement between the United States of America and Belgium on Social Security and the Final Protocol to the Agreement, both signed on February 19, 1982, and the Administrative Agreement for the Implementation of the Agreement and Additional Protocol, both signed on November 23, 1982.

These United States-Belgium agreements are similar in objective to the social security agreements already in force with Italy, the Federal Republic of Germany, and Switzerland. Such bilateral agreements, which are generally known as totalization agreements, provide for limited coordination between the United States and foreign social security systems to overcome the problems of gaps in protection and of dual coverage and taxation for workers who move from one country to the other.

I also transmit for the information of the Congress a comprehensive report prepared by the Department of Health and Human Services, which explains the provisions of the Agreements and provides data on the number of persons affected by the Agreements and the effect on social security financing as required by the same provision of the Social Security Act.

The Department of State and the Department of Health and Human Services join with me in commending the United States-Belgium Social Security Agreement and related documents.

RONALD REAGAN.

THE WHITE HOUSE, *June 28, 1983.*

ATTACHMENT 1

AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND THE KINGDOM OF BELGIUM
ON SOCIAL SECURITY

The United States of America

and

The Kingdom of Belgium

BEING DESIROUS of regulating the relationship between their two countries in the field of Social Security, have agreed to conclude an Agreement for that purpose, as follows:

PART I

Definitions and Laws

ARTICLE I

For the purposes of this Agreement:

1. "Territory" means,

   as regards the United States, the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa, and

   as regards Belgium, the territory of the Kingdom of Belgium;

2. "National" means,

   as regards the United States, a national of the United States as defined in Section 101, Immigration and Nationality Act of 1952, as amended, and

   as regards Belgium, a person of Belgian nationality;

3. "Laws" means

   the laws and regulations specified in Article 2;

4. "Worker" means

   an employed person (un "travailleur salarie") or a person deemed equivalent to an employed person, as well as a self-employed person, as established by the respective laws;

5. "Competent Authority" means,

as regards the United States, the Secretary of Health and Human Services, and

as regards Belgium, the Minister for Social Affairs, the Minister for the Middle Classes with regard to obligations imposed by virtue of the social security system for self-employed persons and the Secretary of State for Pensions with regard to old age and survivors benefits (pensions) of the system for employed and self-employed persons;

6. "Agency" means,

as regards the United States, the Social Security Administration, and

as regards Belgium, any institution, agency or authority responsible for applying all or part of the laws designated in Article 2.1(b);

7. "Period of coverage" means

a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the laws under which such period was completed or any similar period insofar as it is recognized by such laws as equivalent to a period of coverage;

8. "Benefit" means

any cash benefit provided for in the laws of either Contracting State;

9. "Basic benefit amount" means,

as regards the United States, the primary insurance amount as provided under United States laws, and

as regards Belgium, the amount of the benefit which is payable on a worker's record under Belgian laws;

10. "Family member" means

any person defined or recognized as a family member or designated as a member of the household by the laws under which the benefits are paid;

11. "Survivor" means

any person eligible for benefits based on periods of coverage of a deceased person under the laws of each of the Contracting States;

12. "Stateless person" means

a person defined as a stateless person in Article 1 of the Convention relating to the Status of Stateless Persons dated September 28, 1954;

13. "Refugee" means

a person defined as a refugee in Article 1 of the Convention relating to the Status of Refugees dated July 28, 1951, and the Protocol to that Convention dated January 31, 1967.

ARTICLE II

1. For the purpose of this Agreement, the applicable laws are:

   a. As regards the United States, the laws governing the Federal old-age, survivors and disability insurance program:

      (i) Title II of the Social Security Act and regulations pertaining thereto, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,

      (ii) Chapter 2 and Chapter 21 of the Internal Revenue Code of 1954 and regulations pertaining to those chapters;

b. As regards Belgium, the laws governing:

(i) old-age and survivors pensions insurance for employed and self-employed persons,

(ii) disability insurance for employed and self-employed persons, sailors of the merchant marine and miners,

and, with regard to Part III only, the laws governing:

(iii) social security for employed persons,

(iv) the social code for self-employed persons,

(v) sickness insurance for employed and self-employed persons,

(vi) unemployment insurance,

(vii) family allowances for employed and self-employed persons,

(viii) annual vacations for employed persons,

(ix) work accidents in the private sector,

(x) occupational disease in the private sector.

2. This Agreement shall also apply to the same extent to future laws amending or supplementing the laws specified in this Article.

3. Unless otherwise provided in this Agreement, laws within the meaning of paragraph one shall not include treaties or other international agreements concluded between one Contracting State and a third State or laws or regulations promulgated for their specific implementation.

PART II

General Provisions

ARTICLE III

Unless otherwise provided, this Agreement shall apply to:

(a) persons who are or have been subject to the laws of a Contracting State and who are: (i) nationals of a Contracting State, or (ii) stateless persons or refugees residing in the territory of one Contracting State, as well as (iii) family members and survivors of persons in (i) or (ii);

(b) family members and survivors of persons who have been subject to the laws of a Contracting State regardless of the latter persons' nationality if the family members or survivors are nationals of a Contracting State, or stateless persons or refugees who reside in the territory of one Contracting State.

ARTICLE IV

1. Unless otherwise provided in this Agreement, the persons designated in Article three who reside in the territory of either Contracting State shall, in the application of the laws of a Contracting State, receive equal treatment with the nationals of that State.

2. Unless otherwise provided in this Agreement, the laws of a Contracting State under which entitlement to or payment of cash benefits is dependent on residence or presence in the territory of that State shall not be applicable to the persons designated in Article 3 who reside in the territory of the other State.

3. Nationals of a Contracting State who reside outside the territories of both Contracting States shall receive benefits provided by the laws of the other Contracting State under the same conditions which the other State applies to its own nationals who reside outside the territories of both States.

PART III

Provisions on Coverage

ARTICLE V

1. Unless otherwise provided in this Part or the Final Protocol, a person employed or self-employed within the territory of one of the Contracting States shall be subject only to the laws of that State even if the person resides in the territory of the other State, or if the person's employer or the offices of the employer are located in the territory of the other Contracting State.

2. Unless otherwise provided in this Part, persons employed on a vessel which flies the flag of one of the Contracting States shall be subject only to the laws of that State, even if they reside in the territory of the other State. For the purpose of this Part, a vessel which flies the flag of the United States shall be defined as an "American vessel" under the laws of the United States.

3. A person who is self-employed in the territory of both Contracting States shall be subject to the laws of only the Contracting State of which he is resident. In determining the amount of earnings creditable and contributions payable under the laws of that Contracting State, self-employment income earned within the territory of both Contracting States shall be taken into account.

ARTICLE VI

The rules set forth in Article 5 shall be subject to the following exceptions:

1. A person who is normally employed in the territory of a Contracting State by his employer in that territory and who is sent by that employer to work for that employer in the territory of the other Contracting State, shall remain subject to the laws of only the first Contracting State, provided that the employment in the territory of the other Contracting State is not expected to last for more than 5 years.

2. A person who is normally employed or self-employed in the territory of one of the Contracting States and who pursues a self-employed activity in the territory of the other Contracting State, shall remain subject to the laws of the first Contracting State, provided that the duration of the work in the other Contracting State is not expected to last for more than 5 years.

3. Article 5.2 shall not apply in the case of a person who is employed in the territorial waters or in a port of a Contracting State on a vessel flying the flag of the other Contracting State, if the person is not ordinarily employed at sea. In such cases Article 5.1 or Article 6.1 shall apply as appropriate.

4. A worker who is employed in a public or private international air transport enterprise of one of the Contracting States as a member of the traveling personnel and who works in the territory of the other Contracting State on either a permanent or a temporary basis shall be subject to the laws of only the Contracting State where the enterprise is headquartered.

ARTICLE VII

1. This Agreement shall not affect the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, or of the Vienna Convention on Consular Relations of April 24, 1963.

2. Notwithstanding Article 5, nationals of one of the Contracting States who are employed by that State in the territory of the other Contracting State but to whom the Conventions mentioned in paragraph 1 do not apply shall be subject to the laws of only the first Contracting State.

3. Persons employed by the United States Government in Belgium who are nationals or permanent residents of Belgium and who are not United States nationals shall be subject to Belgian laws unless they are covered under the civil service retirement system of the United States.

4. The persons referred to in paragraph 3 who are already covered by the civil service retirement system of the United States shall remain covered by that system and shall be exempt from the application of Belgian laws.

ARTICLE VIII

The Competent Authorities may agree to grant an exception to the provisions of Part III in the interest of particular workers or particular categories of workers, provided that any affected worker shall be subject to the laws of one of the Contracting States.

PART IV

Provisions on Benefits

Chapter I

General Provisions

ARTICLE IX

1. Where a person has completed periods of coverage under the laws of both Contracting States, the agency of a Contracting State which determines entitlement to benefits under its laws shall take account of periods of coverage which are creditable under the laws of the other Contracting State and which do not coincide with periods of coverage credited under its own laws.

2. An agency of a Contracting State shall not apply the provisions of Article 9.1 if the person on whose account benefits are based has sufficient periods of coverage to satisfy the requirements for entitlement to benefits under the laws of that Contracting State.

3. Entitlement to a benefit from a Contracting State which results from Article 9.1 shall terminate with the acquisition of sufficient periods of coverage under the laws of that Contracting State to establish entitlement to a higher benefit without the need to invoke the provisions of this Article.

4. This Agreement shall not prevent the application of provisions of the laws of either Contracting State concerning the payment of benefits that are more favorable to the persons listed in Article 3.

5. The laws of one Contracting State which provide for reduction, suspension or termination of benefits to take account of other social security benefits or other income may be applied to beneficiaries even if benefits are being paid by virtue of the laws of the other Contracting State or if the individual receives income in the territory of the other Contracting State. However, old-age, survivors, or disability benefits (pensions) shall not be reduced by benefits of the same type if they are paid by both Contracting States in conformity with the provisions of Article 10. For the application of this paragraph, old-age and survivors benefits granted under United States laws shall be treated as benefits under Article 10.

ARTICLE X

1. Where entitlement to a benefit under the laws of a Contracting State is established according to the provisions of Article 9.1, the agency of that Contracting State shall compute a theoretical basic benefit amount by considering (a) all the periods of coverage completed under its own laws and (b) all the periods of coverage completed under the laws of the other Contracting State which do not coincide with periods of coverage completed under its own laws.

2. The agency referred to in paragraph 1 shall then establish a pro rata basic benefit amount on the basis of the theoretical basic benefit amount by applying the ratio of the periods of coverage in clause (a) of paragraph 1 to the total of all periods of coverage in clauses (a) and (b) of paragraph 1.

3. Where a pro rata basic benefit amount has been computed, all benefits payable by the agency referred to in paragraph 1 on the basis of a worker's record shall be paid on the basis of that pro rata basic benefit amount.

Chapter II

Provisions Applicable to the United States

ARTICLE XI

1. The agency of the United States shall not apply the provisions of Chapter I in the case of a worker who has less than 6 quarters of coverage under United States laws.

2. In determining eligibility for benefits under Article 9, the agency of the United States shall credit 1 quarter of coverage for every 3 months of coverage certified as creditable by the agency of Belgium; however, no quarter of coverage shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed 4.

3. For any calendar quarter credited with a quarter of coverage based on Belgian periods of coverage, the agency of the United States shall take into account for purposes of computing a theoretical basic benefit amount under Article 10 the amount of any earnings credited to the person in that period under Belgian laws, subject to the maximum annual creditable earnings limitation under United States laws.

Chapter III

Provisions Applicable to Belgium

ARTICLE XII

1. The agency of Belgium shall not be obliged to apply the provisions of Chapter I in the case of a worker who has less than 18 months of coverage under Belgian laws. In the case of disability insurance, the agency of Belgium shall not apply the provisions of Chapter I unless the worker has completed 18 months of coverage under Belgian laws before the beginning of the period of incapacity for work leading to a disability.

2. In determining eligibility for benefits under Article 9, the agency of Belgium shall credit 3 months of coverage for each quarter of coverage certified as creditable by the United States agency to the extent the months do not coincide with months of coverage already credited as periods of coverage under Belgian laws.

3. For periods of coverage which were completed under the laws of the United States, the Belgian agency shall credit the average of the earnings credited under Belgian laws.

4. Where under Belgian laws the basic benefit amount is determined without regard to the duration of the periods of coverage, that amount shall be considered the theoretical basic benefit amount for purposes of Article 10.1.

5. Where periods of coverage resulting from employment or self-employment overlap with assimilated periods, only the former shall be counted in the application of Article 10.1.

6. Where Belgian laws establish as a condition for receiving certain benefits that the periods of coverage be completed in a given profession or occupation which is subject to a special pension system, in determining eligibility for such benefits only the periods completed under United States laws in the same profession or occupation shall be totalized with periods of coverage under such special system. If the total of such periods of coverage does not result in entitlement under the special system, or if totalization of such periods does not result in payment of the highest possible benefit amount, such periods shall be used to determine eligibility for benefits of the general pension system applicable under Belgian laws to employed persons.

PART V

Miscellaneous Provisions

ARTICLE XIII

The Competent Authorities of the two Contracting States shall:

(a) Make all necessary administrative arrangements for the application of this Agreement and designate liaison agencies;

(b) Define the procedures for reciprocal administrative assistance, including the allocation of expenses associated with obtaining medical, administrative, and other evidence required for the application of this Agreement;

(c) Directly communicate to each other information concerning the measures taken for the application of this Agreement; and

(d) Directly communicate to each other, as soon as possible, information concerning all changes in their respective laws which may affect the application of this Agreement.

ARTICLE XIV

The Competent Authorities and the agencies of the Contracting States, within the scope of their respective authority, shall assist each other in implementing this Agreement. This assistance shall be free of charge, subject to exceptions to be agreed upon in an administrative agreement.

ARTICLE XV

Where the laws of a Contracting State provide that any document which is submitted to a Competent Authority or an agency of that Contracting State shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to documents which are submitted to a Competent Authority or an agency of the other Contracting State in accordance with its laws.

ARTICLE XVI

1. The Competent Authorities and agencies of the Contracting States may correspond directly with each other and with any person wherever the person may reside whenever it is necessary for the administration of this Agreement. The correspondence may be in an official language of either Contracting State.

2. An application or document may not be rejected because it is in the official language of the other Contracting State.

3. Documents and certificates which are presented for purposes of this Agreement shall be exempted from requirements for authentication by diplomatic or consular authorities.

ARTICLE XVII

1. A written application for benefits filed with an agency of one Contracting State shall protect the rights of the claimants under the laws of the other Contracting State if the applicant (a) requests that it be considered an application under the laws of the other Contracting State or (b) in the absence of a request that it be so considered, it appears in the determination of a claim based on that application that the person on whose record benefits are claimed has completed periods of coverage under the laws of the other Contracting State.

2. An applicant may request that an application for old-age or survivors benefits filed with an agency of one Contracting State not be considered an application under the laws of the other Contracting State or that the application be effective on a different date in the other Contracting State within the limitations of and in conformity with the laws of the other Contracting State.

3. If, according to Belgian laws, the eligibility to certain benefits is determined without an application, the date the eligibility is established under Belgian laws shall, within the limits provided in United States laws, be considered as the basis for a claim for any corresponding benefit under United States law.

4. The provisions of this Agreement shall apply only to an application for benefits which is filed on or after the date this Agreement enters into force.

ARTICLE XVIII

An application, appeal or other document which according to the laws of a Contracting State must be submitted to an agency of that Contracting State within a specified period shall be considered to have been timely filed if it is submitted within the same period to an agency of the other Contracting State. In such case, the agency with which the application, appeal or document has been filed shall indicate the date of receipt on the document and transmit it without delay to the liaison agency of the other Contracting State.

ARTICLE XIX

1. Payments under this Agreement may be made in the currency of the Contracting State making the payment.

2. In case provisions designed to restrict the exchange or exportation of currencies are introduced by either Contracting State, the Governments of both Contracting States shall immediately decide on the measures necessary to insure the transfer of sums owed by either Contracting State under this Agreement.

ARTICLE XX

1. Disagreements between the two Contracting States regarding the interpretation or implementation of this Agreement shall, as far as possible, be settled by the Competent Authorities.

2. If a disagreement cannot be resolved pursuant to paragraph 1 by the Competent Authorities, it shall, at the request of either Contracting State, be submitted for binding arbitration in accordance with procedures to be agreed upon by the Contracting States.

PART VI

Transitional and Final Provisions

ARTICLE XXI

1. This Agreement shall not establish any claim to payment of a benefit for any period before its entry into force or a lump-sum death benefit if the person died before its entry into force.

2. Consideration shall be given to periods of coverage under the laws of either Contracting State occurring before the entry into force of this Agreement, in order to determine the right to benefits under this Agreement; except that neither State shall take into account periods of coverage occurring prior to the earliest date for which periods of coverage may be credited under its laws.

3. Subject to the provisions of paragraph 1, this Agreement shall also apply to events relevant to rights under the laws which occurred prior to its entry into force.

4. This Agreement shall not result in the reduction of cash benefit amounts because of its entry into force.

ARTICLE XXII

The attached Final Protocol shall form an integral part of this Agreement.

ARTICLE XXIII

1. This Agreement shall remain in force and effect until the expiration of 1 calendar year following the year in which written notice of its denunciation is given by one of the Contracting States to the other Contracting State.

2. If this Agreement is terminated by denunciation, rights regarding entitlement to or payment of benefits acquired under it shall be retained; the Contracting States shall make arrangements dealing with rights in the process of being acquired.

ARTICLE XXIV

1. This Agreement may be amended in the future by supplementary agreements which from their entry into force shall be considered an integral part of this Agreement. Such supplementary agreements may be given retroactive effect if they so specify.

2. The Competent Authority of either Contracting State may call a meeting for the consideration of a supplementary agreement.

ARTICLE XXV

This Agreement shall enter into force on the first day of the second month following the month in which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at Washington, D.C. on FEBRUARY 19 1982 in duplicate in the English, French and Dutch languages, the three texts being equally authentic.

For the Government of
the United States of America:

For the Government of
the Kingdom of Belgium:

FINAL PROTOCOL

to the Agreement between the United States of America and the Kingdom of Belgium on Social Security

At the time of signing the Agreement between the United States of America and the Kingdom of Belgium on Social Security, the undersigned stated that they are in agreement on the following points:

1. The Agreement shall not result in coverage under United States laws if those laws do not provide for the collection of contributions with respect to such coverage. Article 5.1 of the Agreement shall apply when Article 6.1 is not applicable as a result of the preceding sentence.

2. Article 6.1 shall apply in cases where a national of a State other than a Contracting State is sent by an employer in the territory of one Contracting State to the territory of the other Contracting State, provided that its application does not conflict with any provision of another treaty or international agreement between a Contracting State and a third State.

3. Article 6.1 shall apply in cases where a person is employed in the territory of a third State, but compulsorily covered under the laws of one of the Contracting States, and is then sent by his employer to the territory of the other Contracting State.

4. Notwithstanding Article 5 of this Agreement, Belgian nationals employed in the administrative and technical services of a Belgian diplomatic mission or consular post in the territory of the United States shall be subject to Belgian laws.

5. Where rights to benefits under Belgian laws for persons who have served in the armed forces or civil service are dependent on the completion of a minimum period of coverage either before entry into or after departure from the armed forces or civil service, periods of coverage completed under United States laws shall also be taken into account to the extent necessary.

6. The United States shall apply Chapters I and II of Part IV to nationals of a State other than a Contracting State who are not included among the persons referred to in Article 3.

7. With respect to Belgium, appeals which must be filed within a given period of time with a tribunal in Belgium shall be considered to have been timely filed if it is shown that the appeal has been filed within such period with an agency in the United States.

8. Article 4 of the Agreement shall be applied by the United States in a manner consistent with section 233(c)(4) of the United States Social Security Act.

DONE at Washington, D.C. on FEBRUARY 19, 1982 in duplicate in the English, French and Dutch languages, the three texts being equally authentic.

For the Government of the United States of America:

For the Government of the Kingdom of Belgium:

ADMINISTRATIVE AGREEMENT
FOR THE IMPLEMENTATION OF THE AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND THE
KINGDOM OF BELGIUM ON SOCIAL SECURITY

In conformity with Article 13(a) of the Agreement between the United States of America and the Kingdom of Belgium on Social Security of February 19, 1982 the Competent Authorities, to wit:

For the United States of America:
The Secretary of Health and Human Services,
represented by: Charles H. Price II
Ambassador of the United States of America
to the Kingdom of Belgium

For the Kingdom of Belgium:
The Minister of Social Affairs,
The Secretary of State for Pensions and
The Minister for the Middle Classes
represented by: J.L. Dehaene
Minister of Social Affairs

have agreed to the following provisions for the application of the Agreement:

CHAPTER 1
General Provisions
Article 1

1. The Agreement between the United States of America and the Kingdom of Belgium on Social Security of February 19, 1982 shall be referred to hereinafter as the "Agreement."

2. Terms used in this Administrative Agreement shall have the same meaning as in the Agreement.

Article 2

1. In conformity with Article 13(a) of the Agreement, liaison agencies shall be:
(a) For the United States: the Social Security Administration;
(b) For Belgium:
-The National Pensions Office for Salaried Employees with respect to laws referred to in Article 2.1(b)(i) regarding ~~retirement and survivors pensions for salaried employees and~~ self-employed persons;

-The National Sickness-Invalidity Insurance Institute with respect to laws referred to in Article 2.1(b)(ii) of the Agreement regarding invalidity insurance for salaried employees, for sailors of the merchant marine, miners, and self-employed persons;
-The National Social Security Office with respect to the application of laws referred to in Article 2.1(b)(iii) of the Agreement;
-The National Social Insurance Institute for Self-Employed Persons with respect to the application of laws referred to in Article 2.1(b)(iv) of the Agreement.

2. The Belgian liaison agencies, with the consent of the Belgian Competent Authorities, and the United States liaison agency shall agree upon joint procedures and forms necessary for implementation of the Agreement and this Administrative Agreement.

CHAPTER 2
Provisions on Coverage
Article 3

1. Where the laws of a Contracting State are applicable in accordance with Article 6.1 or 6.2 of the Agreement, the agency of that Contracting State designated in paragraph 3 shall issue upon request of the employer or self-employed person a certificate stating that the concerned employee or self-employed person remains covered by those laws and the date this coverage is expected to end.

2. In all other cases where the laws of the Contracting State are applicable in accordance with Part III of the Agreement, the agency of the Contracting State designated in paragraph 3 whose laws are applicable shall furnish upon request of the employer or self-employed person a certificate stating that the concerned employee or self-employed person is subject to the laws of that Contracting State.

3. The certificates referred to in paragraphs 1 and 2 shall be issued:
-in the United States
by the Social Security Administration

-in Belgium
by the National Social Security Office with respect to employed persons, and

by the National Social Insurance Institute for Self-Employed Persons with respect to self-employed persons.

The agency of either Contracting State which issues a certificate referred to in paragraphs 1 and 2 shall furnish without delay a copy of the certificate to the liaison agency of the other Contracting State as needed by the latter agency.

4. In the application of Article 5.3 of the Agreement, a self-employed person shall, if requested by an agency of a Contracting State designated in paragraph 3, furnish to that agency a copy of tax returns filed with the tax authorities of the other Contracting State for any year or years specified by that agency. The person asked to provide this information shall have the requested copy or copies certified as true and exact by the tax authorities of the Contracting State with which the tax returns were filed. Pending receipt of the certified copy or copies, the agency may provisionally assess a contribution in an amount to be determined by the Competent Authority whose laws are applicable in accordance with Article 5.3 of the Agreement.

CHAPTER 3
Provisions on Benefits
Article 4

1. The liaison agency of the Contracting State with which an application for benefits is filed in accordance with Article 17 of the Agreement shall inform the liaison agency of the other Contracting State of this fact without delay, using forms established for this purpose. It shall also transmit documents and such other available information as may be necessary for the agency of the other Contracting State to establish the right of the applicant to benefits according to the provisions of Part IV of the Agreement.

2. The agency of the Contracting State with which an application for benefits has been filed shall verify the accuracy of the information pertaining to the applicant and his family members. The types of information to be verified shall be agreed upon by the liaison agencies.

3. The liaison agency of a Contracting State which receives an application filed with an agency of the other Contracting State shall without delay provide the liaison agency of the other Contracting State with such evidence and other available information as may be required to complete action on the claim.

Article 5

In the application of Articles 9, 10 and 11 of the Agreement, the Belgian liaison agency shall notify the United States liaison agency of the months in which a person completed periods of coverage under Belgian laws, and if necessary, the person's creditable earnings in any year during which periods of coverage were completed under Belgian laws.

Article 6

In the application of Articles 9, 10 and 12 of the Agreement, the United States agency shall when necessary notify the Belgian agency of the periods of coverage which a person has completed under the laws of the United States as well as the amount of the benefit to which the person is entitled.

CHAPTER 4
Miscellaneous Provisions
Article 7

In accordance with measures to be agreed upon pursuant to Article 2 of this Administrative Agreement, the agency of one Contracting State shall, upon request of the agency of the other Contracting State, furnish available information for the purpose of administering the Agreement or the laws specified in Article 2.1 of the Agreement.

Article 8

Copies of documents which are certified as true and exact copies by the agency of one Contracting State shall be accepted as true and exact copies by the agency of the other Contracting State, without further certification. The agency of each Contracting State shall be the final judge of the probative value of the evidence submitted to it.

Article 9

The liaison agencies of the two Contracting States shall exchange statistics on the payments made to beneficiaries under the Agreement for each calendar year in a form to be agreed upon. The data shall include the number of beneficiaries and the total amount of benefits, by type of benefit.

Article 10

1. Where administrative assistance is requested under Article 14 of the Agreement, expenses other than regular personnel and operating costs of the agencies providing the assistance shall be reimbursed.

2. Upon request, the agency of one Contracting State shall furnish without expense to the agency of the other Contracting State all medical information and documentation which is available relevant to the disability of a claimant or beneficiary.

3. Where the agency of a Contracting State requires that a claimant or beneficiary submit to a consultative medical examination, such examination, if requested by that agency, shall be arranged by the agency of the other Contracting State in which the claimant or beneficiary is present, in accordance with the rules of the agency making the arrangements and at the expense of the agency which requests the examination.

4. Amounts owed under paragraphs 1 and 3 shall be reimbursed upon presentation of a detailed statement of expenses.

Article 11

Unless authorized by the national statutes of a Contracting State, information about an individual which is transmitted in accordance with the Agreement to that Contracting State by the other Contracting State shall be used exclusively for purposes of implementing the Agreement. Such information received by a Contracting State shall be governed by the national statutes of that Contracting State for the protection of privacy and confidentiality of personal data.

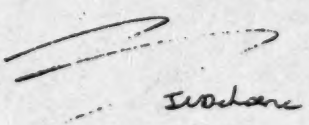
Article 12

This Administrative Agreement shall enter into force on the date of entry into force of the Agreement and shall have the same period of validity.

Done at Brussels, on 23rd of November, 1982, in duplicate in the English, French and Dutch languages, the three texts being equally authentic.

For the Government of the United States of America: Charles A. Price II

For the Government of the Kingdom of Belgium:



ADDITIONAL PROTOCOL
TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE KINGDOM OF BELGIUM
ON SOCIAL SECURITY,
SIGNED FEBRUARY 19, 1982

PROTOCOLE ADDITIONNEL
A LA CONVENTION ENTRE LES ETATS-UNIS D'AMERIQUE
ET LE ROYAUME DE BELGIQUE
SUR LA SECURITE SOCIALE
DU 19 FEVRIER 1982

AANVULLEND PROTOCOL
BIJ DE OVEREENKOMST OVER DE SOCIALE ZEKERHEID
TUSSEN DE VERENIGDE STATEN VAN AMERIKA
EN HET KONINKRIJK BELGIE
VAN 19 FEBRUARI 1982

ADDITIONAL PROTOCOL
TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF BELGIUM ON SOCIAL SECURITY, SIGNED FEBRUARY 19, 1982

The Government of the United States of America
and
The Government of the Kingdom of Belgium,

Considering that it is necessary to improve the manner of determining rights to benefits under Article 11 of the Agreement on Social Security between the United States of America and the Kingdom of Belgium, signed February 19, 1982,

Agree as follows :

Article 1

The final Protocol to the Agreement shall be amended by adding the following new paragraph 9 :

"9. When entitlement to a benefit under United States laws is established in accordance with the provisions of Article 9.1 of the Agreement, the requirements of Article 10 and Article 11.3 shall be considered to be met if the agency of the United States (a) computes the theoretical basic benefit amount in accordance with United States laws based on the worker's periods of coverage and average earnings credited exclusively under United States laws, and (b) computes the pro rata basic benefit amount by applying to the theoretical basic benefit amount the ratio of the duration of the worker's periods of coverage credited under United States laws to the duration of a coverage lifetime as determined in accordance with United States laws."

Article 2

This additional Protocol shall enter into force on the date of entry into force of the Agreement and shall have the same period of validity.

DONE at Brussels on 23rd of November, 1982, in duplicate in the English, French and Dutch languages, the three texts being equally authentic

FAIT à Bruxelles, le 23 novembre 1982, en langues française, néerlandaise et anglaise, en double exemplaire, les trois textes faisant également foi.

GEDAAN te Brussel, op 23 november 1982, in tweevoud, in de Nederlandse, Franse en Engelse taal, de drie teksten zijnde gelijkelijk rechtsgeldig.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA :

POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE :

VOOR DE REGERING VAN DE
VERENIGDE STATEN VAN AMERIKA :

FOR THE GOVERNMENT OF
THE KINGDOM OF BELGIUM :

POUR LE GOUVERNEMENT DU
ROYAUME DE BELGIQUE :

VOOR DE REGERING VAN HET
KONINKRIJK BELGIE :

ATTACHMENT 2

REPORT TO CONGRESS TO ACCOMPANY THE SOCIAL SECURITY AGREEMENT BETWEEN THE UNITED STATES AND BELGIUM

I. INTRODUCTION

The Social Security Agreement between the United States and Belgium is intended to provide limited coordination of the old-age, survivors, and disability insurance (OASDI) programs of the two countries. The agreement is similar in content and objective to the agreements between the United States and Italy, Germany and Switzerland, which are already in force, and to an agreement with Canada which has been signed but not yet brought into force.

The U.S.-Belgium agreement consists of four separate instruments, including a principal agreement, a final protocol to the agreement, an administrative agreement and an additional protocol. The principal agreement, which is the main instrument, contains substantive bilateral provisions. The related final protocol is considered an integral part of the principal agreement and sets forth various unilateral commitments and reservations. These two documents were signed by representatives of the U.S. and Belgian Governments on February 19, 1982. The administrative agreement, which contains operating procedures for implementing the principal agreement, and the additional protocol, which authorizes the United States to apply a simplified benefit computation procedure, were subsequently signed on November 23, 1982. These four instruments, which make up the U.S.-Belgium Social Security Agreement, are now being submitted to the Congress for review in accordance with section 233(e) of the Social Security Act.

The U.S.-Belgium agreement would eliminate dual coverage, the situation that now exists when a national of one country works in the other country and is covered under and required to pay contributions to the Social Security systems of both countries for the same work. In addition, the agreement would eliminate situations where workers suffer a loss of benefit rights merely because they have divided their careers between the two countries.

Accompanying this report are paragraph-by-paragraph explanations of the principal agreement and final protocol (Annex A), the additional protocol (Annex B) and the administrative agreement (Annex C). The report required by section 233(e)(1) of the Social Security Act on the effect of the agreement on income and expenditures of the U.S. Social Security program and the number of individuals affected by the agreement is also included (Annex D), as is a description of the Belgian social security system (Annex E).

II. STATUTORY REQUIREMENTS

Section 233(c)(1) of the Social Security Act requires that international agreements concluded pursuant to that section provide for the elimination of dual coverage of the same work under the Social Security systems of the United States and the other country which is a party to the agreement, and for combining credits earned by a worker under the two systems for benefit eligibility purposes. In addition, the law stipulates that when eligibility for U.S. Social Security benefits is established on the basis of combined credits, the amount of the benefit payable under title II must be prorated in proportion to the worker's periods of coverage completed under that title. The U.S.-Belgium agreement includes these required provisions.

III. COVERAGE PROVISIONS

In conformity with section 233(c)(1) of the Social Security Act, Part III of the principal agreement sets forth rules designed to eliminate dual coverage and taxation of the same work under the U.S. and Belgian Social Security systems.

A. Rules Governing Employees

The rules which apply to employed persons provide that dual coverage under the laws of the United States and Belgium would be eliminated generally by maintaining an employee's coverage under the system of the country where the work is performed and exempting him from compulsory coverage under the system of the other country.

Special rules would apply, however, for employees who are temporarily transferred by their employers in one country to work in the other country for a period of 5 years or less. In these cases, an employee who was covered in one country before his transfer would continue to be covered under that country's system and would be exempt from coverage in the other country. Thus, an American who is transferred by his company to Belgium would only be covered under and pay contributions to the U.S. program, and he and his employer would be relieved of the additional burden of paying social security contributions to the Belgian program.

Other rules set forth in this Part would apply to persons employed by the Governments of the two countries and to persons employed in international transportation.

B. Rules Governing Self-Employed Persons

Part III also contains rules applicable to self-employed persons. They provide that a U.S. or Belgian national who resides in either the United States or Belgium and who performs self-employment in both countries would generally be covered for all of his self-employment income under the laws of his country of residence.

C. Scope of Exemptions

On the U.S. side, the coverage provisions of the agreement apply only to the OASDI program. They apply, on the Belgian side, to these same programs and also to the Belgian programs for health insurance, unemployment insurance, worker's compensation, family allowances, cash sickness benefits and annual vacations. As a result, employees and employers exempted from Belgian coverage would be relieved of total contributions equal to about 30-35 percent of payroll. The coverage provisions apply to all these Belgian programs because Belgian contributions are not earmarked for OASDI or other specific programs, and Belgian authorities therefore have no practical way to exempt workers from some programs and cover them for other programs. In most cases, Americans working temporarily in Belgium who would lose protection under Belgian programs would remain covered under governmental programs in the United States for several of these contingencies and under employer-financed programs for the others.

IV. BENEFIT PROVISIONS

Part IV of the principal agreement establishes the basic rules for determining entitlement to and the amount of U.S. and Belgian benefits for persons who have worked in both countries. These benefit provisions are included pursuant to section 233(c)(1) of the Social Security Act.

A. Provisions Applicable to the United States

1. Totalization

Under the rules which apply to the United States, if a worker has at least 6 quarters of coverage under the U.S. Social Security program, but not enough for entitlement to a U.S. benefit, the worker's coverage credits from both countries could be combined, or totalized, to qualify for a U.S. benefit. If benefit entitlement is established based on totalized credits, the amount of the benefit would be determined by combining earnings records from both countries to compute a theoretical U.S. benefit, which would then be prorated to establish a partial benefit based on the ratio of periods of coverage completed in the United States to the total periods completed in both countries. This computation method is identical to the method used in the three U.S. Social Security Agreements now in force.

2. Alternative Computation Method

Experience in implementing these earlier agreements has shown that using foreign earnings information to compute U.S. benefit amounts is cumbersome for both the United States and the other country. The time required to secure foreign earnings records can exceed a year in some countries, which causes long delays in adjudicating U.S. totalization claims.

In addition, prorating benefit amounts based on the ratio of U.S. periods of coverage to total periods in both countries can result in individuals with the same date of birth and the same average earnings and coverage under the United States system receiving significantly different U.S. totalization benefit amounts depending upon the amount of covered work they had under the foreign system. Although additional foreign coverage would generally reduce the amount of U.S. totalization benefits, it might or might not result in a compensating increase in the amount of foreign benefits, depending on the computation method used by the foreign country.

To avoid the problems created by using foreign earnings and coverage data, the Social Security Administration plans to develop a new method of computing U.S. totalization benefits within the parameters of section 233. The existing regulations which specify the current method would have to be revised to authorize any new method. Paragraph 9 of the final protocol, as amended by the additional protocol, would provide that the United States could use such an alternative computation method

rather than the method described in earlier agreements. This method would shorten processing time and expedite the payment of totalization benefits. Under the alternative method, the United States would compute the theoretical benefit on the basis of a worker's earnings level during the period he was actually covered under U.S. laws. The theoretical benefit would be prorated to reflect the proportion of a coverage lifetime actually completed under the U.S. program. It is contemplated that a coverage lifetime will be defined in regulations as the number of the worker's benefit computation years; i.e., the years which must be used in determining a worker's average earnings under the regular U.S. national computation method.

The language of paragraph 9 has been drafted to allow use of the present method applied in earlier agreements if, for some unforeseen reason, the proposed new method is not adopted or the promulgation of the regulatory revision is long delayed.

3. Converting Periods of Coverage

Part IV of the agreement also establishes procedures to be followed in converting periods of coverage under the Belgian system into equivalent periods under the U.S. system. Periods of coverage under the U.S. Social Security program are measured in terms of calendar quarters while Belgian periods of coverage are measured in months. Under the agreed upon procedures, the Belgian agency would certify to the Social Security Administration the months in which a worker has coverage under the Belgian system. SSA would credit 1 quarter of coverage for every 3 months (and remaining fraction) of coverage in a calendar year certified by the Belgian agency to the extent the months do not coincide with calendar quarters of coverage credited under the U.S. system.

B. Provisions Applicable to Belgium

1. Totalization

The rules which apply to Belgium provide for totalization of U.S. and Belgian coverage credits when necessary to establish eligibility for Belgian benefits. Workers' benefit rights under the Belgian retirement and survivors insurance program are immediately vested, and the amount of the benefit is directly proportional to the amount of Belgian coverage. Because of this immediate vesting, Belgium will not need to totalize U.S. and Belgian periods of coverage to determine entitlement to or the amount of retirement and survivors benefits.

To qualify for long-term disability benefits under Belgian law, a worker generally must receive short-term cash sickness benefits for 1 year, and in order to qualify for short-term benefits, the worker must have credit for at least 120 days of coverage during the second and third calendar quarters immediately preceding the onset of the illness or disabling condition. Since the agreement does not apply to Belgian short-term cash sickness benefits, Part IV stipulates that a worker may qualify for Belgian long-term disability benefits by meeting the 120-day requirement based on a combination of U.S. and Belgian periods of coverage. Belgium will not be required to apply this provision, however, unless the worker has completed at least 18 months of coverage under the Belgian system at any time before the onset of the illness or disabling condition.

2. Elimination of Offsets

Under Belgian law, old-age, survivors, and disability benefits are reduced by the amount of any other Belgian or foreign benefits. Under the provisions of Part IV, Belgium will not reduce its benefits on account of U.S. retirement or survivors benefits, or U.S. disability benefits computed on a pro rata basis where eligibility for the U.S. benefit is based on combined credits.

C. Benefit Portability

Section 233(c)(2) of the Social Security Act permits agreements to contain provisions suspending the application of the alien nonpayment provisions of the Social Security Act (section 202(t)) for persons residing in a foreign country which is party to an agreement. Belgian nationals located outside the United States, including those located in Belgium, are already exempt from the nonpayment provisions. However, citizens of other countries who reside in Belgium may not be. The agreement therefore provides that refugees, stateless persons, and family members and survivors of refugees, stateless persons, and U.S. or Belgian nationals will be treated the same as U.S. nationals under U.S. benefit provisions while they reside in Belgium. This in effect grants such people an exemption from the alien nonpayment provisions while they reside in Belgium. Similarly, Belgian benefits would be paid to U.S. nationals regardless of where they reside and to refugees, stateless persons, and to family members and survivors of refugees, stateless persons, and U.S. or Belgian nationals while they reside in the United States.

V. OTHER PROVISIONS

Section 233(c)(4) of the Social Security Act authorizes agreements to contain other provisions not inconsistent with title II of the Act which are appropriate to carry out the purposes of the agreements. In accordance with this provision, the principal and administrative agreements contain a number of articles designed to permit the United States or Belgium to render free or reimbursable assistance to the other country in implementing the agreement.

ANNEX A

AGREEMENT

ANNOTATIONS AND COMMENTS

AGREEMENT

BETWEEN THE UNITED STATES OF AMERICA

AND THE KINGDOM OF BELGIUM

ON SOCIAL SECURITY

The United States of America

and

The Kingdom of Belgium

BEING DESIROUS of regulating the relationship between their two countries in the field of Social Security, have agreed to conclude an Agreement for that purpose, as follows:

The document is described as an "Agreement" with the understanding that it will enter into force for Belgium as a formal treaty subject to parliamentary ratification and for the United States as an executive agreement under authority of section 233 of the Social Security Act. Upon entry into force the Agreement will have the effect of law in both countries and will be binding on both countries.

AGREEMENT

PART I

Definitions and Laws

Article 1

For the purposes of this Agreement:

1. "Territory" means,

   as regards the United States, the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam and American Samoa, and

   as regards Belgium, the territory of the Kingdom of Belgium;

2. "National" means,

   as regards the United States, a national of the United States as defined in Section 101, Immigration and Nationality Act of 1952, as amended, and

   as regards Belgium, a person of Belgian nationality;

3. "Laws" means

   the laws and regulations specified in Article 2;

ANNOTATIONS AND COMMENTS

Article 1 defines the key terms used in the Agreement.

The definition of United States "territory" is identical to the definition of the United States in section 210(i) of the Social Security Act.

Under section 101 of the Immigration and Nationality Act of 1952, "the term national of the United States means (A) a citizen of the United States, or (B) a person who, though not a citizen of the United States, owes permanent allegiance to the United States." Those in category (B) include natives of American Samoa and Swain's Island. A Belgian national means any person who is accorded nationality by Belgium, including, but not limited to, a person who carries a valid Belgian passport or other valid identity document designating the person as a Belgian national.

The term "laws" as used in the Agreement refers to the Social Security laws and regulations of each country as specified in Article 2. Article 2.1.a specifies the U.S. laws to which the Agreement applies.

4. "Worker" means

an employed person (un "travailleur salarie") or a person deemed equivalent to an employed person, as well as a self-employed person, as established by the respective laws;

The term "worker" includes both employed and self-employed persons. It also includes individuals specifically defined as employees under either country's social security laws even though their status as employees is not clear under that country's usual tests of an employer-employee relationship.

5. "Competent Authority" means,

as regards the United States, the Secretary of Health and Human Services, and

as regards Belgium, the Minister for Social Affairs, the Minister for the Middle Classes with regard to obligations imposed by virtue of the social security system for self-employed persons and the Secretary of State for Pensions with regard to old age and survivors benefits (pensions) of the system for employed and self-employed persons;

"Competent Authority", as used throughout this Agreement, refers to the Government official in each country with ultimate responsibility for administering the social security program, including the provisions of the Agreement.

"Agency" means,

as regards the United States, the Social Security Administration, and

as regards Belgium, any institution, agency or authority responsible for applying all or part of the laws designated in Article 2.1(b);

"Agency", as used in the Agreement, refers to the administrative body of each country which is responsible for taking and processing claims filed under each country's social security laws. The Social Security Administration is the agency for the United States. However, the U.S. Internal Revenue Service's responsibility for determining Social Security tax liability in light of SSA coverage determinations under the Agreement is not affected.

Belgium has a multitude of agencies responsible for processing claims or for the payment of benefits. The National Employees Pensions Office adjudicates all retirement and survivors claims for employees. The National Social Insurance Institute for the Self-Employed adjudicates retirement and survivors claims for the self-employed. Retirement and survivors benefits for employed and self-employed persons are actually paid by the National Retirement and Survivors Pensions Fund. Claims from employed and self-employed persons for invalidity pensions are adjudicated by one of over 1700 private mutual benefit societies approved by the Government.

AGREEMENT

ANNOTATIONS AND COMMENTS

. . . coverage" means

a period of payment of contributions or a period of earnings from employment or self-employment, as defined or recognized as a period of coverage by the laws under which such period was completed or any similar period insofar as it is recognized by such laws as equivalent to a period of coverage;

The term "period of coverage" includes any period which is credited under the laws of either country for purposes of determining benefit eligibility. The term includes periods of covered employment or self-employment as well as any periods of noncontributory or non-work-related coverage.

8. "Benefit" means

any cash benefit provided for in the laws of either Contracting State;

"Benefit" refers to old-age, survivors, and disability benefits provided under the social security laws of either country. The term does not include benefits-in-kind provided under the social security laws of Belgium; it does include the lump-sum death payment under section 202(i) of the U.S. Social Security Act, but excludes special age-72 payments provided for certain uninsured persons under section 228 of the Social Security Act of the United States.

9. "Basic benefit amount" means,

as regards the United States, the primary insurance amount as provided under United States laws, and

as regards Belgium, the amount of the benefit which is payable on a worker's record under Belgian laws;

The term "basic benefit amount" is used in Part IV of the Agreement in describing how pro rata benefit amounts are to be computed where eligibility is based on combined U.S. and Belgian coverage. With respect to U.S. benefits the term means the Primary Insurance Amount as determined under section 215 of the Social Security Act.

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10. "Family member" means

any person defined or recognized as a family member or designated as a member of the household by the laws under which the benefits are paid;

11. "Survivor" means

any person eligible for benefits based on periods of coverage of a deceased person under the laws of each of the Contracting States;

12. "Stateless person" means

a person defined as a stateless person in Article 1 of the Convention relating to the Status of Stateless Persons dated September 28, 1954;

13. "Refugee" means

a person defined as a refugee in Article 1 of the Convention relating to the Status of Refugees dated July 28, 1951, and the Protocol to that Convention dated January 31, 1967.

ANNOTATIONS AND COMMENTS

The terms "family member" and "survivor" are used in Article 3, the provision which describes the circle of persons to whom the Agreement applies. The terms are defined to correspond to the categories of auxiliary and survivor beneficiaries under each country's social security laws. The Agreement creates benefit rights for people in these categories who are neither U.S. nor Belgian nationals, but are the family members or survivors of U.S. or Belgian nationals; the definitions are intended to make clear that each country will only pay auxiliary and survivor benefits as a result of the Agreement to people who fall into one of the various categories of family member or survivor specified in each country's respective law.

The Convention relating to the Status of Stateless Persons defines a stateless person as "a person who is not considered as a national by any State under the operation of its laws."

The Convention relating to the Status of Refugees in conjunction with the 1967 Protocol thereto defines as a refugee any person who "owing to well-founded fear of being persecuted for reasons of race, religion, nationality, membership of a particular social group or political opinion, is outside the country of his nationality and is unable or, owing to such fear, is unwilling to avail himself of the protection of that country; or who, not having a nationality and being outside the country of his former habitual residence, is unable or, owing to such fear, is unwilling to return to it."

AGREEMENT

Article 2

1. For the purpose of this Agreement, the applicable laws are:

   a. As regards the United States, the laws governing the Federal old-age, survivors and disability insurance program:

      (i) Title II of the Social Security Act and regulations pertaining thereto, except sections 226, 226A and 228 of that title and regulations pertaining to those sections,

      (ii) Chapter 2 and Chapter 21 of the Internal Revenue Code of 1954 and regulations pertaining to those chapters;

   b. As regards Belgium, the laws governing:

      (i) old-age and survivors pensions insurance for employed and self-employed persons,

      (ii) disability insurance for employed and self-employed persons, sailors of the merchant marine and miners,

      and, with regard to Part III only, the laws governing:

      (iii) social security for employed persons,

      (iv) the social code for self-employed persons,

      (v) sickness insurance for employed and self-employed persons,

      (vi) unemployment insurance,

      (vii) family allowances for employed and self-employed persons,

ANNOTATIONS AND COMMENTS

Article 2 specifies the laws to which the Agreement applies. For the United States, it applies to title II of the U.S. Social Security Act and the corresponding tax laws (the Self-Employment Contributions Act of 1954--SECA--and the Federal Insurance Contributions Act--FICA) and any regulations pertaining to those laws. However, the Agreement does not apply to Medicare provisions (sections 226 and 226A of the Social Security Act) or provisions for special payments to uninsured individuals age 72 or over under section 228 of the Social Security Act. Persons to whom the Agreement applies who qualify independently for Medicare hospital insurance or age-72 payments will be entitled to receive such benefits.

In Belgium a general social security system covers virtually all employed persons in the private and public sectors. This system provides benefits in the event of old-age, death, short-term sickness and long-term disability, unemployment, work accident and occupational illness, and vacations. It also provides health insurance and cash family allowances. Employees in mining and merchant seamen, however, are covered under special systems for health and disability insurance. A separate social security program applies to the self-employed and provides old-age, survivors, and disability insurance benefits, health insurance, and family allowances.

The Agreement applies to Belgian laws relating to old-age, survivors, and disability insurance for all categories of workers. In addition, the coverage provisions of the Agreement apply to all the other Belgian social security programs. As a result, a worker who goes to Belgium to work temporarily and is thus exempt from Belgian social security laws will be exempt, together with his employer, from paying Belgian social security contributions for all these programs. A worker who is subject only to Belgian laws by virtue of the Agreement will be exempt only from U.S. FICA and SECA contributions.

AGREEMENT

(viii) annual vacations for employed persons,

(ix) work accidents in the private sector,

(x) occupational disease in the private sector.

2. This Agreement shall also apply to the same extent to future laws amending or supplementing the laws specified in this Article.

3. Unless otherwise provided in this Agreement, laws within the meaning of paragraph 1 shall not include treaties or other international agreements concluded between one Contracting State and a third State or laws or regulations promulgated for their specific implementation.

ANNOTATIONS AND COMMENTS

The Agreement automatically applies to any future laws which amend provisions of the social security laws set forth in Article 2.1.

The laws to which the Agreement applies do not include treaties or other international agreements or laws implementing them--for example, either country's social security agreements with third countries or the European Community or other multilateral agreements to which either country might be a party. The purpose of this provision is to ensure that in cases where a person has periods of coverage in the United States and Belgium and periods of coverage in a third country with which the United States or Belgium has a Social Security Agreement, periods from all three countries could not be totalized to meet U.S. or Belgian benefit eligibility requirements.

AGREEMENT
PART II

General Provisions

Article 3

Unless otherwise provided, this Agreement shall apply to:

(a) persons who are or have been subject to the laws of a Contracting State and who are: (i) nationals of a Contracting State, or (ii) stateless persons or refugees residing in the territory of one Contracting State, as well as (iii) family members and survivors of persons in (i) or (ii);

(b) family members and survivors of persons who have been subject to the laws of a Contracting State regardless of the latter persons' nationality if the family members or survivors are nationals of a Contracting State, or stateless persons or refugees who reside in the territory of one Contracting State.

Article 4

ANNOTATIONS AND COMMENTS

Article 3 specifies categories of persons to whom the Agreement applies. These include workers who are U.S. or Belgian nationals or who are refugees or stateless persons residing in the United States or Belgium. International conventions on refugees and stateless persons provide that rights under bilateral social security agreements be extended to these groups. In addition, the Agreement applies to family members and survivors who derive rights from the above categories of nationals, refugees and stateless persons and to family members and survivors who derive rights from third country nationals if the family member or survivor is a U.S. or Belgian national or a refugee or stateless person residing in one of the two countries. Under paragraph 6 of the Final Protocol, the United States will also apply the benefit provisions of the Agreement to nationals of third countries who have periods of coverage from the United States and Belgium. See Article 1.2 and 1.10 - 1.13 for definitions of "national," "family member," "survivor," "stateless person," and "refugee".

Article 4 contains provisions on equality of treatment of persons to whom the Agreement applies and on the exportation of benefit rights. The provisions are similar in effect to those contained in other bilateral agreements concluded by the United States under section 233 of the Social Security Act. The only significant effect of these provisions on U.S. law is to allow certain third country nationals who are family members or survivors of U.S. or Belgian nationals, refugees or stateless persons and who would otherwise be subject to the alien nonpayment provisions of section 202(t) of the Social Security Act to receive U.S. auxiliary or survivor benefits under Article 4.2 while residing in Belgium. Paragraph 8 of the Final Protocol to the Agreement makes clear that Article 4 will be applied in a manner consistent with title II of the Social Security Act as required by section 233(c)(4) of that Act.

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1. Unless otherwise provided in this Agreement, the persons designated in Article 3 who reside in the territory of either Contracting State shall, in the application of the laws of a Contracting State, receive equal treatment with the nationals of that State.

2. Unless otherwise provided in this Agreement, the laws of a Contracting State under which entitlement to or payment of cash benefits is dependent on residence or presence in the territory of that State shall not be applicable to the persons designated in Article 3 who reside in the territory of the other State.

3. Nationals of a Contracting State who reside outside the territories of both Contracting States shall receive benefits provided by the laws of the other Contracting State under the same conditions which the other State applies to its own nationals who reside outside the territories of both States.

ANNOTATIONS AND COMMENTS

Article 4.1 provides that the persons to whom the Agreement applies who reside in the United States or Belgium will be accorded the same treatment under each country's social security laws as each accords its own nationals. This paragraph establishes portability of benefits between the two countries for the designated categories of people to the extent authorized by section 233(c)(2). The paragraph is not intended to affect the coverage provisions of either country's laws.

Article 4.2 provides that where the laws of either country require that a person be resident or present in that country in order to qualify for or receive social security benefits, the person may also qualify for or receive those benefits during periods of residence in the other country. This paragraph permits the United States to pay certain third country nationals who are family members or survivors of U.S. or Belgian nationals, refugees, or stateless persons and who would otherwise be subject to the alien nonpayment provisions of section 202(t) of the Social Security Act during periods of residence in Belgium.

Article 4.3 provides that each country will pay benefits to nationals of the other country residing outside of both countries on the same basis as it pays its own nationals residing outside both countries. This paragraph is intended to remove certain restrictions on the payment of benefits which one country may impose on nationals of the other country who reside in a third country. For the United States this provision would remove restrictions only to the extent authorized by section 233(c)(4) of the Social Security Act.

AGREEMENT

PART III

Provisions on Coverage

Article 5

1. Unless otherwise provided in this Part or the Final Protocol, a person employed or self-employed within the territory of one of the Contracting States shall be subject only to the laws of that State even if the person resides in the territory of the other State, or if the person's employer or the offices of the employer are located in the territory of the other Contracting State.

ANNOTATIONS AND COMMENTS

Part III is intended to eliminate dual coverage, i.e., situations where a worker is covered under the laws of both countries with respect to the same services. In so doing, the existing coverage provisions of the laws of both countries are preserved to the greatest extent possible. The provisions in this Part are intended to eliminate dual coverage and taxation by continuing the worker's social security coverage and taxation under the system of the country to whose economy the worker has the more direct connection and exempting the worker from coverage and taxation under the other country's system.

Article 5.1 establishes a general territoriality rule which stipulates that ordinarily a person's work in a country will be subject to the laws on coverage of only that country. Thus, a person working in employment or self-employment covered under the laws of both countries will remain covered only under the system of the country where the work is performed and will be exempt from coverage under the system of the other country.

Articles 5.3 and 6.2 provide additional rules for eliminating dual coverage of self-employment. Article 6.1 contains an exception to the territoriality rule which applies when an employee is sent by his employer in one country to work temporarily in the other country. Articles 5.2 and 6.3 provide rules for the elimination of dual coverage in employment on ships, and Article 6.4 eliminates dual coverage of employment in air transportation. Article 7 provides rules applicable to diplomats, consular officials, and other employees of the U.S. and Belgian Governments working in the other country.

AGREEMENT	ANNOTATIONS AND COMMENTS
2. Unless otherwise provided in this Part, persons employed on a vessel which flies the flag of one of the Contracting States shall be subject only to the laws of that State, even if they reside in the territory of the other State. For the purpose of this Part, a vessel which flies the flag of the United States shall be defined as an "American vessel" under the laws of the United States.	Under Article 5.2, a person employed on a U.S. or Belgian ship who is covered under the laws of both countries will be covered only under the laws of the country whose flag the ship flies. A ship is considered to fly the flag of the United States if it is an American vessel as defined in section 210(c) of the Social Security Act, i.e., if it is documented or numbered under U.S. statutes or is not documented under the statutes of any country and the crew is employed solely by one or more U.S. citizens or residents or U.S. corporations. Under Article 6.3, if a ship of one country is in the territorial waters or a port of the other country, Article 5.2 will only apply to persons ordinarily employed on the ship while it is at sea. Others, such as cargo handlers, repairmen and maintenance crews, will be subject to the laws of the country in which they are working, unless they have been temporarily sent from the other country to perform work on the ship.
3. A person who is self-employed in the territory of both Contracting States shall be subject to the laws of only the Contracting State of which he is resident. In determining the amount of earnings creditable and contributions payable under the laws of that Contracting State, self-employment income earned within the territory of both Contracting States shall be taken into account.	The rules for coverage of self-employment are contained in Articles 5.1, 5.3 and 6.2. Under Article 5.1, a person whose self-employment is performed in just one country would be covered under the laws of that country. Under Article 5.3, a self-employed person who resides in either the United States or Belgium and who performs self-employment in both Belgium and the United States would be covered for all of his self-employment income under the laws of his country of residence. The person will therefore be responsible for reporting all of his self-employment income from both countries to the proper authorities of his country of residence. This provision will have little effect on the coverage and tax status of persons residing in the United States since U.S. citizens and residents already must report their self-employment income to IRS generally on a worldwide basis, and Belgium generally does not cover the self-employment of non-residents. U.S. citizens residing in Belgium may be subject to U.S. and Belgian social security coverage for self-employment income from the two countries. Article 5.3 would eliminate the U.S. coverage and tax liability of such people.

AGREEMENT

Article 6

The rules set forth in Article 5 shall be subject to the following exceptions:

1. A person who is normally employed in the territory of a Contracting State by his employer in that territory and who is sent by that employer to work for that employer in the territory of the other Contracting State, shall remain subject to the laws of only the first Contracting State, provided that the employment in the territory of the other Contracting State is not expected to last for more than 5 years.

2. A person who is normally employed or self-employed in the territory of one of the Contracting States and who pursues a self-employed activity in the territory of the other Contracting State, shall remain subject to the laws of the first Contracting State, provided that the duration of the work in the other Contracting State is not expected to last for more than 5 years.

3. Article 5.2 shall not apply in the case of a person who is employed in the territorial waters or in a port of a Contracting State on a vessel flying the flag of the other Contracting State, if the person is not ordinarily employed at sea. In such cases Article 5.1 or Article 6.1 shall apply as appropriate.

ANNOTATIONS AND COMMENTS

Under Article 6.1, an employee, working for an employer located in the United States or Belgium who is temporarily transferred to work in the other country for the same employer, will continue to be covered by the country in which the employer is located. The transfer must be expected to last for not more than 5 years. Paragraph 1 of the Final Protocol provides that no provision of the Agreement may result in U.S. coverage if U.S. law contains no authority for the collection of the contributions with respect to that coverage. Thus, if a person other than a U.S. national is sent by an American employer to work in Belgium, Belgian national law will apply so that the person will generally be covered by the Belgian system. Under paragraph 2 of the Final Protocol, third country nationals sent by an employer located in Belgium to work in the United States will generally be covered by Belgian law. Paragraph 3 of the Final Protocol provides that Article 6.1 also applies when the employee is sent to work temporarily in a third country before being sent to work in the United States or Belgium.

Article 5.1 establishes coverage rules for self-employed persons who work permanently in one country, and Article 5.3 provides rules for the self-employed who travel between the countries in connection with their trade or business while maintaining their residence in one of the two countries. Under Article 6.2, a person self-employed in one country who transfers his business to the other country for a period of 5 years or less would remain subject to the laws of only the first country, even if he establishes his residence in the second country.

See comments on Article 5.2.

AGREEMENT

4. A worker who is employed in a public or private international air transport enterprise of one of the Contracting States as a member of the traveling personnel and who works in the territory of the other Contracting State on either a permanent or a temporary basis shall be subject to the laws of only the Contracting State where the enterprise is headquartered.

Article 7

1. This Agreement shall not affect the provisions of the Vienna Convention on Diplomatic Relations of April 18, 1961, or of the Vienna Convention on Consular Relations of April 24, 1963.

2. Notwithstanding Article 5, nationals of one of the Contracting States who are employed by that State in the territory of the other Contracting State but to whom the Conventions mentioned in paragraph 1 do not apply shall be subject to the laws of only the first Contracting State.

ANNOTATIONS AND COMMENTS

Under Article 6.4, a member of the flight crew of an aircraft operated by an airline with its headquarters in the United States or Belgium could be covered only by the country where the headquarters is located.

Article 7 provides coverage rules applicable to employees of the U.S. or Belgian Governments.

Article 7.1 is intended to make it clear that, in general, the categories of persons mentioned in the Vienna Conventions on diplomatic and consular relations will not be affected by the coverage provisions of the Agreement. The Conventions, to which both the United States and Belgium are parties, apply to members of the staff of a diplomatic or consular mission, including the diplomatic, consular, administrative and technical staffs; dependants of members of those staffs; the domestic service staff of the mission; and private servants employed by members of such missions.

In general, persons mentioned in the Vienna Conventions are exempt from social security coverage and contributions under the laws of the host country unless they specifically waive their immunity. Persons who waive their immunity would be subject to the coverage provisions of the Agreement if they fall within one of the categories of persons to whom the Agreement generally applies (see Article 3(a) and paragraph 2 of the Final Protocol).

Article 7.2 provides that if a U.S. or Belgian national is employed by his or her Government in the other country but is not in one of the categories mentioned in the Vienna Conventions (i.e., is employed in a non-diplomatic or consular capacity), the person will be subject only to the laws of his own country. Since almost all U.S. citizens employed by the U.S. Government abroad are excluded from U.S. social security (but covered instead under a Federal staff retirement system) this provision would continue their exempt status under both countries' social security systems.

AGREEMENT

3. Persons employed by the United States Government in Belgium who are nationals or permanent residents of Belgium and who are not United States nationals shall be subject to Belgian laws unless they are covered under the civil service retirement system of the United States.

4. The persons referred to in paragraph 3 who are already covered by the civil service retirement system of the United States shall remain covered by that system and shall be exempt from the application of Belgian laws.

ANNOTATIONS AND COMMENTS

Articles 7.3 and 7.4, which are included at the specific request of the Department of State and the Belgian Foreign Ministry, deal with non-U.S. citizens employed by U.S. diplomatic and consular posts in Belgium (Foreign Service Nationals--FSN's). Until recently State Department policy was generally to cover FSN's under the U.S. civil service retirement system (CSRS). Many countries, including Belgium, exclude these FSN's from coverage under their social security systems, since the U.S. Government cannot be held liable for employer contributions and reports.

State Department policy has changed in recent years to exclude newly hired FSN's from CSRS coverage and to seek agreement with host countries to cover the newly hired FSN's under the host countries' social security systems. Under these agreements the U.S. Government voluntarily agrees to pay employer contributions and to file necessary reports. FSN's already covered by the CSRS are generally permitted to continue that coverage. The State Department and Belgian Foreign Ministry have been negotiating such an Agreement for several years and view the U.S.-Belgian Social Security Agreement as an appropriate vehicle for implementing their accord.

See paragraph 4 of the Final Protocol with regard to Belgian nationals employed in the United States by Belgian diplomatic and consular posts.

Article 8

The Competent Authorities may agree to grant an exception to the provisions of Part III in the interest of particular workers or particular categories of workers, provided that any affected worker shall be subject to the laws of one of the Contracting States.

Under Article 8, either country may grant an exception to the coverage rules of the Agreement provided the other country agrees and the worker involved will remain subject to the coverage laws of one of the countries. Such an exception may be granted on behalf of an individual worker or on behalf of all workers employed under similar circumstances, e.g., in the same profession or for the same employer. This provision is designed to permit the Competent Authorities to correct anomalous situations that arise to the disadvantage of workers or to eliminate dual coverage in unforeseen situations.

AGREEMENT

PART IV

Provisions on Benefits

Chapter I

General Provisions

Article 9

1. Where a person has completed periods of coverage under the laws of both Contracting States, the agency of a Contracting State which determines entitlement to benefits under its laws shall take account of periods of coverage which are creditable under the laws of the other Contracting State and which do not coincide with periods of coverage credited under its own laws.

2. An agency of a Contracting State shall not apply the provisions of Article 9.1 if the person on whose account benefits are based has sufficient periods of coverage to satisfy the requirements for entitlement to benefits under the laws of that Contracting State.

ANNOTATIONS AND COMMENTS

Part IV establishes the basic rules for determining benefit entitlement when an individual has worked in both countries, and the rules for determining benefit amounts when entitlement is based on combined credits. Articles 9 and 10 provide general rules applicable to both countries. Article 11 contains rules specifically applicable to the U.S. system and Article 12 deals with the Belgium system.

Article 9 provides for totalization of periods of coverage where a worker is credited with periods of coverage in both countries. In determining eligibility for benefits each country would take into account periods of coverage which are credited under the laws of the other country and which were not already credited under its own laws. No determination would be made whether a period of coverage in one country would have been a period of coverage if completed in the other country.

Neither country will take account of periods of coverage from the other country if those periods are not necessary to establish eligibility for a benefit. This provision is similar in effect to provisions contained in other Social Security Agreements of the United States and is based on the great probability that pro rata benefits which result from totalization would not be advantageous to anyone who is insured under national law.

AGREEMENT	ANNOTATIONS AND COMMENTS
3. Entitlement to a benefit from a Contracting State which results from Article 9.1 shall terminate with the acquisition of sufficient periods of coverage under the laws of that Contracting State to establish entitlement to a higher benefit without the need to invoke the provisions of this Article.	Article 9.2 would generally preclude benefit entitlement based on combined coverage when a person is eligible based on national law alone. As an extension of this rule, Article 9.3 provides that where entitlement based on national law alone is acquired after entitlement based on totalization, a country will terminate the entitlement based on totalization and provide the benefit based on national law alone. In the rare cases, however, where the national law benefit would be smaller than the totalization benefit previously payable, the totalization entitlement would continue rather than entitlement based on national law.
4. This Agreement shall not prevent the application of provisions of the laws of either Contracting State concerning the payment of benefits that are more favorable to the persons listed in Article 3.	This paragraph is intended to assure that anyone who receives or could receive benefits without the application of the Agreement will receive at least the same benefit amount under the Agreement. The principal effect of this provision is to guarantee continued payment of Belgian disability pensions to U.S. citizens in third countries. Under a Belgian Royal Decree such people may now receive their disability pensions while outside Belgium even though Belgian citizens generally may not. Article 9.4 is necessary since Article 4.2 only guarantees exportability of benefits if a beneficiary resides in the United States or Belgium and Article 4.3 only requires Belgium to treat U.S. citizens in third countries the same as Belgian citizens.

AGREEMENT

3. The laws of one Contracting State which provide for reduction, suspension or termination of benefits to take account of other social security benefits or other income may be applied to beneficiaries even if benefits are being paid by virtue of the laws of the other Contracting State or if the individual receives income in the territory of the other Contracting State. However, old-age, survivors, or disability benefits (pensions) shall not be reduced by benefits of the same type if they are paid by both Contracting States in conformity with the provisions of Article 10. For the application of this paragraph, old-age and survivors benefits granted under United States laws shall be treated as benefits under Article 10.

ANNOTATIONS AND COMMENTS

Belgian law provides for the reduction of OASDI benefits by the amount of benefits payable by other social security systems. Both U.S. and Belgian law contain provisions which limit the amount of earnings (or other income in the case of Belgium) which a beneficiary may have and still receive full benefits. Article 9.3 reaffirms that, in general, these restrictions of each country's law may continue to apply when benefits are received from the other country's system or income or earnings are derived from the other country. However, as a result of Article 9.3 Belgium will no longer reduce its benefit amounts by the amount of any U.S. retirement or survivors benefit payable nor by the amount of U.S. disability benefits computed on a pro rata basis where eligibility is based on totalized credits. Since Belgium pays a full flat-rate benefit equal to 43.5% of final earnings (65% for workers with dependents) to all disabled workers who meet the Belgian insured status requirement (120 days of coverage during the second and third calendar quarters preceding disability onset) Belgium will continue to offset U.S. disability benefits which are not computed on a pro rata basis.

AGREEMENT

Article 10

1. Where entitlement to a benefit under the laws of a Contracting State is established according to the provisions of Article 9.1, the agency of that Contracting State shall compute a theoretical basic benefit amount by considering (a) all the periods of coverage completed under its own laws and (b) all the periods of coverage completed under the laws of the other Contracting State which do not coincide with periods of coverage completed under its own laws.

2. The agency referred to in paragraph 1 shall then establish a pro rata basic benefit amount on the basis of the theoretical basic benefit amount by applying the ratio of the periods of coverage in clause (a) of paragraph 1 to the total of all periods of coverage in clauses (a) and (b) of paragraph 1.

ANNOTATIONS AND COMMENTS

Article 10 describes the method of computing benefit amounts when eligibility is established based on totalized credits. The method described is only expected to be applied in a limited number of cases. The article does not apply in the case of a worker who is insured for a benefit from a country based on coverage under that country's system alone. Since there are no duration-of-coverage requirements for Belgian retirement and survivors benefits, Belgium will only totalize periods of coverage and compute benefit amounts under Article 10 in the case of disability benefits.

The computation method described by Articles 10.1 and 10.2 is the one which the U.S. has used in all its Social Security Agreements which have been implemented to date. Under this method, a country computes a theoretical benefit amount by applying its regular benefit computation provisions to the total periods of coverage completed under the laws of both countries. In the case of the U.S., earnings during the foreign periods are also taken into account. (See Article 11.3.) This theoretical amount is then prorated, for purposes of determining the amount of the actual payment, on the basis of the ratio of periods completed under the laws of the paying country to the total periods completed in both countries.

SSA has found that this computation procedure, particularly the use of foreign earnings data, is time-consuming and prone to error. Therefore, a U.S.-Belgian Additional Protocol has been concluded which authorizes the U.S. to compute totalization benefit amounts under a new method based on periods of coverage and earnings credited exclusively under U.S. laws. Since the U.S.-Belgian Agreement and Additional Protocol are expected to enter into force only after U.S. regulations implementing the new method have been promulgated, it is not likely that the U.S. will implement the procedure described in Articles 10.1, 10.2 and 11.3. For more on the new computation method, see the annotations to the Additional Protocol.

AGREEMENT	ANNOTATIONS AND COMMENTS
3. Where a pro rata basic benefit amount has been computed, all benefits payable by the agency referred to in paragraph 1 on the basis of a worker's record shall be paid on the basis of that pro rata basic benefit amount.	The pro rata basic benefit amount will be the basis for all social security benefits payable by a country under the Agreement on a worker's earnings record. This will also apply when the U.S. computes a pro rata benefit amount under the new method authorized by the Additional Protocol.
Chapter II	
Provisions Applicable to the United States	
Article 11	Article 11 describes how the rules of Chapter I will be applied to U.S. laws.
1. The agency of the United States shall not apply the provisions of Chapter I in the case of a worker who has less than 6 quarters of coverage under United States laws.	The United States will not be required to consider Belgian periods of coverage for purposes of determining benefit eligibility in the case of any worker with fewer than 6 quarters of coverage. This provision, which is included in conformity with the requirements of section 233(c)(1)(A) of the Social Security Act, is intended to avoid the administrative burden of processing benefit claims which would result in payment of only miniscule benefit amounts.
2. In determining eligibility for benefits under Article 9, the agency of the United States shall credit one quarter of coverage for every 3 months of coverage certified as creditable by the agency of Belgium; however, no quarter of coverage shall be credited for any calendar quarter already credited as a quarter of coverage under United States laws. The total number of quarters of coverage to be credited for a year shall not exceed four.	Article 11.2 establishes the procedure to be followed in converting periods of coverage under the Belgian system into equivalent periods under the U.S. system. Periods of coverage under the U.S. system are measured in terms of calendar quarters while Belgian periods of coverage are measured in months. The Belgian agency, in accordance with Article 5 of the U.S.-Belgian Administrative Agreement for Implementation of the Agreement, will certify to the Social Security Administration the months in which a person has coverage under the Belgian system. SSA will then credit one quarter of coverage for every 3 months (and remaining fraction) of coverage certified by the Belgian agency during a calendar year to the extent the months do not coincide with calendar quarters of coverage credited under the U.S. system.

AGREEMENT

3. For any calendar quarter credited with a quarter of coverage based on Belgian periods of coverage, the agency of the United States shall take into account for purposes of computing a theoretical basic benefit amount under Article 10 the amount of any earnings credited to the person in that period under Belgian laws, subject to the maximum annual creditable earnings limitation under United States laws.

Chapter III

Provisions Applicable to Belgium

Article 12

ANNOTATIONS AND COMMENTS

Although Article 11.3 indicates the United States will take into account earnings covered under the Belgian system for the purpose of computing totalization benefit amounts, it is not expected that this will be necessary since the Additional Protocol authorizes an alternative method of computing U.S. benefits which would eliminate the need for Belgian earnings information. (See the annotations to Article 1 of the Additional Protocol.)

Article 12 describes how the rules of Chapter I will be applied to Belgian laws. Retirement age under the Belgian social security system is generally age 65 for men and age 60 for women. Retirement benefits may be paid up to 5 years earlier with a reduction of 5 percent for every year received before normal retirement age. The benefit amount payable at normal retirement age based on a full coverage career equals 60% of indexed earnings averaged over the worker's entire career. The percentage is increased to 75% if the retiree is a married male whose wife neither works nor receives a social security benefit in her own right. The definition of a full coverage career is 36 years (in 1982) but will increase each year by one until it reaches 45 years for men in 1991 and 40 years for women in 1986. The pension for workers with less than a full coverage career is proportionately reduced. For example, a man with 12 years of Belgian coverage who retires at age 65 in 1982 will receive a pension equal to one-third the full pension.

AGREEMENT

ANNOTATIONS AND COMMENTS

A pension is payable to a widow if (1) she is at least age 45, is at least two-thirds disabled, or has a child in care on whose behalf a family allowance is payable, and (2) she was married to the worker for at least one year at the time of his death, gave birth to a child of the worker, was caring for a child on whose behalf a family allowance was payable at the time of the worker's death, or her husband died from an accident that occurred after the marriage was concluded. The amount of the widow's pension generally equals 80% of the retirement pension (married couple's rate) the worker was receiving or would have received had he continued to work without interruption until age 65. The widow's pension is thus equal to 60% of the worker's average indexed earnings.

The Belgian system pays disability benefits to workers who are at least two-thirds disabled and have received short-term cash sickness benefits for at least one year. The benefit amount equals 43.5% of the worker's final pay or 65% in the case of workers with dependents. The benefit amount is independent of the length of time the worker has been covered under the social security system.

There are no duration-of-coverage requirements for Belgian retirement or survivors benefits. These benefits can be paid with as little as one year of contributions. To be eligible for disability benefits a worker must be credited with at least 120 days of work during two recent calendar quarters. These quarters must generally be the second and third quarters preceding the quarter in which the worker first suffered the work incapacity which gave rise to short-term cash sickness benefits.

AGREEMENT	ANNOTATIONS AND COMMENTS
1. The agency of Belgium shall not be obliged to apply the provisions of Chapter I in the case of a worker who has less than 18 months of coverage under Belgian laws. In the case of disability insurance, the agency of Belgium shall not apply the provisions of Chapter I unless the worker has completed 18 months of coverage under Belgian laws before the beginning of the period of incapacity for work leading to a disability.	Since a worker's benefit rights under the Belgian retirement and survivors insurance program are immediately vested, and the amount of the benefit is directly proportional to the amount of Belgian coverage, Belgium will not need to totalize U.S. and Belgian periods of coverage to determine entitlement to or the amount of these benefits under Article 9. Belgium will totalize periods of coverage, however, to determine if a worker meets the recency-of-coverage requirement for disability benefits (120 days out of 2 quarters). Belgium will only do this, however, if the worker has at least 18 months of Belgian coverage acquired at any time before the work incapacity which gave rise to short-term cash sickness benefits.
2. In determining eligibility for benefits under Article 9, the agency of Belgium shall credit 3 months of coverage for each quarter of coverage certified as creditable by the United States agency to the extent the months do not coincide with months of coverage already credited as periods of coverage under Belgian laws.	In determining if the recency-of-coverage requirement for Belgian disability benefits has been met, Belgium will consider each U.S. quarter of coverage as equivalent to 3 months of Belgian coverage. A disabled worker with no Belgian coverage during the prescribed two-quarter period will therefore need two U.S. quarters of coverage during that period in order to qualify for Belgian benefits.
3. For periods of coverage which were completed under the laws of the United States, the Belgian agency shall credit the average of the earnings credited under Belgian laws.	Where Belgium must take into account U.S. periods of coverage to establish benefit eligibility (i.e., to meet the recency-of-coverage requirement for disability benefits), Belgium will base the benefit amount solely on the worker's level of covered earnings under the Belgian system rather than taking into account earnings covered under the U.S. system.
4. Where under Belgian laws the basic benefit amount is determined without regard to the duration of the periods of coverage, that amount shall be considered the theoretical basic benefit amount for purposes of Article 10.1.	The amount of certain Belgian benefits is determined without regard to the length of time a worker has been covered under the Belgian system. Disability benefits, for example, are equal to a fixed percentage (43.5% for single workers; 60% for workers with dependents) of the worker's final salary. In these cases, the normal procedure for computing a theoretical benefit amount under Article 10.1, which provides for a country taking into account both U.S. and Belgian periods of coverage, would have no relevance. Therefore, where a person is eligible for such benefits based on totalization, the theoretical benefit amount will be the benefit that would have been payable under Belgian law if the person had been eligible without totalization. This amount will be prorated in accordance with Article 10.2 to determine the benefit amount actually payable.

AGREEMENT	ANNOTATIONS AND COMMENTS
5. Where periods of coverage resulting from employment or self-employment overlap with assimilated periods, only the former shall be counted in the application of Article 10.1.	The Belgian social security system gives credit not only for periods of employment or self-employment for which compulsory contributions were paid to the Belgian system, but also for certain non-work periods for which no contributions were paid, for example, periods of disability or unemployment. It is theoretically possible that such a period of Belgian non-contributory, non-work coverage could overlap with a quarter of U.S. coverage. If this were to occur Belgium would ignore the coverage under its system in determining the amount of pro rata benefits it must pay.
6. Where Belgian laws establish as a condition for receiving certain benefits that the periods of coverage be completed in a given profession or occupation which is subject to a special pension system, in determining eligibility for such benefits only the periods completed under United States laws in the same profession or occupation shall be totalized with periods of coverage under such special system. If the total of such periods of coverage does not result in entitlement under the special system, or if totalization of such periods does not result in payment of the highest possible benefit amount, such periods shall be used to determine eligibility for benefits of the general pension system applicable under Belgian laws to employed persons.	Under the Belgian social security system, unreduced retirement benefits may be paid to surface miners at age 60 and to underground miners at age 55. Workers with credit for 25 years of underground coal mining may become entitled without regard to age. Special disability pensions may be paid beginning with the seventh month of invalidity to workers with credit for at least 10 years of mining work. Seamen may receive n unreduced retirement pension at age 60 if they have at least 168 months of service at sea. Under Article 12.6 the coverage requirements for these special Belgian occupational benefits may be met with U.S. periods of coverage, but only if they were completed in an occupation or profession similar to that required for entitlement to the special benefits under the Belgian system. If the total of such U.S. and Belgian periods of coverage does not qualify the worker for the special benefits, they will nevertheless be taken into account as necessary for meeting the generally applicable requirements for Belgian OASDI benefits. Also, if it would be more favorable to the worker to have his U.S. coverage used to qualify for Belgian general benefits, rather than special occupational benefits, this will be done.

AGREEMENT

PART V

Miscellaneous Provisions

Article 13

The Competent Authorities of the two Contracting States shall:

(a) Make all necessary administrative arrangements for the application of this Agreement and designate liaison agencies;

(b) Define the procedures for reciprocal administrative assistance, including the allocation of expenses associated with obtaining medical, administrative and other evidence required for the application of this Agreement;

(c) Directly communicate to each other information concerning the measures taken for the application of this Agreement; and

(d) Directly communicate to each other, as soon as possible, information concerning all changes in their respective laws which may affect the application of this Agreement.

Article 14

The Competent Authorities and the agencies of the Contracting States, within the scope of their respective authority, shall assist each other in implementing this Agreement. This assistance shall be free of charge, subject to exceptions to be agreed upon in an administrative agreement.

ANNOTATIONS AND COMMENTS

Article 13 lists several duties of the Competent Authorities under the Agreement. It obligates them to negotiate any administrative agreements that may be necessary to implement and administer the Agreement and also to establish procedures for mutual administrative assistance in implementing the Agreement. It requires them to notify each other of the measures they have taken unilaterally to implement the Agreement, as well as any changes in their social security laws that may affect application of the Agreement. Each country must designate liaison agencies to have primary responsibility for coordinating the benefit claims and coverage determinati.r. procedures of the two countries. Under Article 2.1 of the Administrative Agreement, the U.S. liaison agency shall be the Social Security Administration, while Belgium will have four liaison agencies to handle different aspects of its social security program.

Article 14 provides authority for nonreimbursable administrative assistance between the countries in applying this Agreement. The Administrative Agreement provides for cases where assistance will be provided on a reimbursable basis as, for example, where medical examinations are procured by one country for the sole use of the other country.

AGREEMENT

Article 15

Where the laws of a Contracting State provide that any document which is submitted to a Competent Authority or an agency of that Contracting State shall be exempted, wholly or partly, from fees or charges, including consular and administrative fees, the exemption shall also apply to documents which are submitted to a Competent Authority or an agency of the other Contracting State in accordance with its laws.

Article 16

1. The Competent Authorities and agencies of the Contracting States may correspond directly with each other and with any person wherever the person may reside whenever it is necessary for the administration of this Agreement. The correspondence may be in an official language of either Contracting State.

2. An application or document may not be rejected because it is in the official language of the other Contracting State.

3. Documents and certificates which are presented for purposes of this Agreement shall be exempted from requirements for authentication by diplomatic or consular authorities.

ANNOTATIONS AND COMMENTS

If the laws of one country exempt documents from fees or charges, that country must also apply the exemption with respect to documents which are sent to the other country by or on behalf of a claimant or beneficiary.

Article 16.1 authorizes direct correspondence between the Competent Authorities and agencies of the two countries and between these bodies and any person with whom they may need to communicate. The U.S. Competent Authority and agency may correspond in English, and the Belgian Competent Authority and agencies may correspond in French, Dutch, or German.

The agencies of each country may not reject an application or document because it is in an official language of the other country. The United States already accepts applications and documents without regard to the language in which they are written.

Some countries require that the authenticity of documents which are submitted to their social security authorities by or on behalf of persons in another country be certified by their diplomatic or consular officials in the other country. (The United States has no such requirements.) Under Article 16.3 neither country will impose such requirements with respect to documents required to be submitted under the Agreement.

AGREEMENT

Article 17

1. A written application for benefits filed with an agency of one Contracting State shall protect the rights of the claimants under the laws of the other Contracting State if the applicant (a) requests that it be considered an application under the laws of the other Contracting State or (b) in the absence of a request that it be so considered, it appears in the determination of a claim based on that application that the person on whose record benefits are claimed has completed periods of coverage under the laws of the other Contracting State.

2. An applicant may request that an application for old-age or survivors benefits filed with an agency of one Contracting State not be considered an application under the laws of the other Contracting State or that the application be effective on a different date in the other Contracting State within the limitations of and in conformity with the laws of the other Contracting State.

ANNOTATIONS AND COMMENTS

Under Article 17.1, a written application submitted to the agency of one country will protect a claimant's right to benefits under the laws of the other country as if the application had been presented in the other country, provided the applicant expresses an intent to file for benefits in the other country when the application is filed. Because an applicant may not be fully aware of benefit rights in the other country, Article 17.1 also provides that in the absence of an expression of intent, the application will protect the claimant's rights in the other country if, at the time of filing, the applicant indicates that the person on whose record benefits are based had been covered under social security in the other country.

Under Article 17.2 a person who applies for retirement or survivors benefits from one country may specify that his application is not to be considered an application for benefits from the other country or is to be given a different effective date in the other country within the limits of the laws of the other country. This provision could be of importance, for example, to people who wish to take advantage of delayed retirement credit provisions under the other country's laws. Article 17.2 does not apply to applications for disability benefits. This is because Belgian national law stipulates that any person claiming Belgian disability benefits must also file a claim for any foreign disability benefits, including U.S. benefits, for which he may be eligible. If Article 17.2 were to apply to disability applications, thereby permitting claimants for Belgian disability benefits to defer filing for U.S. benefits, the provision would be in conflict with Belgian law. Although Article 17.2 excludes disability applications it neither affects U.S. application requirements nor creates any obligation under U.S. law to file an application for disability benefits.

AGREEMENT

3. If, according to Belgian laws, the eligibility to certain benefits is determined without an application, the date the eligibility is established under Belgian laws shall, within the limits provided in United States laws, be considered as the basis for a claim for any corresponding benefit under United States law.

4. The provisions of this Agreement shall apply only to an application for benefits which is filed on or after the date this Agreement enters into force.

ANNOTATIONS AND COMMENTS

Under the Belgian disability insurance program a disabled worker must receive short-term cash sickness benefits for one year before he can qualify for long-term disability benefits. After the year is completed his condition is automatically evaluated by a board which determines eligibility for long-term disability benefits without an application from the worker. Under Article 17.3, if the Belgian authorities notify SSA that they have determined a person to be eligible for disability benefits, SSA could recognize that notification to the extent permitted by U.S. law. Because of limitations in U.S. law this provision is likely to have only minor significance. SSA will consider the notification of the Belgian authorities as a "lead". If the notification includes a written statement signed by the worker and indicating an intent to claim U.S. benefits, the date that the statement is filed with the Belgian agency can be accepted as the date of filing for U.S. benefits. If no such statement of the worker is included, SSA will seek to notify the claimant of his rights under U.S. law.

Article 17.4 requires that a person claiming benefits under the Agreement file an application either on or after the date the Agreement enters into force. If a person filed an application prior to this date, a new application is necessary.

AGREEMENT

Article 18

An application, appeal or other document which according to the laws of a Contracting State must be submitted to an agency of that Contracting State within a specified period shall be considered to have been timely filed if it is submitted within the same period to an agency of the other Contracting State. In such case, the agency with which the application, appeal or document has been filed shall indicate the date of receipt on the document and transmit it without delay to the liaison agency of the other Contracting State.

Article 19

1. Payments under this Agreement may be made in the currency of the Contracting State making the payment.

2. In case provisions designed to restrict the exchange or exportation of currencies are introduced by either Contracting State, the Governments of both Contracting States shall immediately decide on the measures necessary to insure the transfer of sums owed by either Contracting State under this Agreement.

Article 20

1. Disagreements between the two Contracting States regarding the interpretation or implementation of this Agreement shall, as far as possible, be settled by the Competent Authorities.

2. If a disagreement cannot be resolved pursuant to paragraph 1 by the Competent Authorities, it shall, at the request of either Contracting State, be submitted for binding arbitration in accordance with procedures to be agreed upon by the Contracting States.

ANNOTATIONS AND COMMENTS

Article 18 provides that an application, appeal, or other document which must be filed within a time limit with an agency of one country shall be considered filed timely if filed within such limit with an agency of the other country. The agency with which the application, appeal, or document is filed shall transmit it without delay to the liaison agency of the other country indicating the date the document was received.

Benefits to be paid by a country under this Agreement will generally be paid in the currency of that country. This corresponds to the current general practice of both countries regarding benefit payments.

Should either country impose restrictions on the exchange of its currency, steps shall be taken to assure the payment of amounts that are due under the Agreement.

Article 20.1 would obligate each country to attempt to resolve any dispute between them regarding the Agreement through direct consultation or negotiation.

Article 20.2 would require both States, at the request of either State, to establish an arbitral procedure in any case when disagreements could not be resolved by the Competent Authorities.

AGREEMENT

ANNOTATIONS AND COMMENTS

PART VI

Transitional and Final Provisions

Article 21

1. This Agreement shall not establish any claim to payment of a benefit for any period before its entry into force or a lump-sum death benefit if the person died before its entry into force.

Under Article 21.1, benefits payable as a result of the Agreement will be paid only for periods beginning with the date on which the Agreement enters into force. Any lump-sum death payments under section 202(i) of the U.S. Social Security Act will be payable under the Agreement only if the death occurs on or after the date the Agreement enters into force.

2. Consideration shall be given to periods of coverage under the laws of either Contracting State occurring before the entry into force of this Agreement, in order to determine the right to benefits under this Agreement; except that neither State shall take into account periods of coverage occuring prior to the earliest date for which periods of coverage may be credited under its laws.

In determining benefit eligibility and amounts under the Agreement, Article 21.2 provides that periods of coverage occurring before the Agreement enters into force will be taken into account. However, the United States will not take into account Belgian periods of coverage completed before 1937, the first year for which coverage could be credited under the U.S. Social Security program.

3. Subject to the provisions of paragraph 1, this Agreement shall also apply to events relevant to rights under the laws which occurred prior to its entry into force.

Under Article 21.3, events material to a case such as marriage, death, disablement, or attainment of a certain age, which occur prior to the effective date of the Agreement, will be considered in applying the Agreement.

4. This Agreement shall not result in the reduction of cash benefit amounts because of its entry into force.

Article 21.4 assures that anyone receiving benefits at the time the Agreement enters into force will continue to receive at least the same benefit amount after the Agreement enters into force.

Article 22

The attached Final Protocol shall form an integral part of this Agreement.

Article 22 makes the Final Protocol an integral part of the Agreement.

Article 23

1. This Agreement shall remain in force and effect until the expiration of 1 calendar year following the year in which written notice of its denunciation is given by one of the Contracting States to the other Contracting State.

Article 23.1 provides for the Agreement to remain in effect until the expiration of 1 calendar year after the year notice of termination is given by one of the countries.

AGREEMENT

2. If this Agreement is terminated by denunciation, rights regarding entitlement to or payment of benefits acquired under it shall be retained; the Contracting States shall make arrangements dealing with rights in the process of being acquired.

Article 24

1. This Agreement may be amended in the future by supplementary agreements which from their entry into force shall be considered an integral part of this Agreement. Such supplementary agreements may be given retroactive effect if they so specify.

2. The Competent Authority of either Contracting State may call a meeting for the consideration of a supplementary agreement.

Article 25

This Agreement shall enter into force on the first day of the second month following the month in which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement.

Done at Washington, D. C. on February 19, 1982 in duplicate in the English, French and Dutch languages, the three texts being equally authentic.

For the Government of the United States of America:	For the Government of the Kingdom of Belgium:
(signed)	(signed)
John A. Svahn	R. Schoumaker

ANNOTATIONS AND COMMENTS

Article 23.2 provides that, in the event of termination of the Agreement, a person will retain benefit rights acquired before termination; supplementary agreements would determine the extent to which each country would recognize benefit rights in the process of being acquired at the time of termination --for example, periods of coverage which had not yet resulted in fully insured status.

Article 24 provides for amending the Agreement by supplementary agreements and provides for the possible retroactive effect of such agreements. After a supplementary agreement becomes effective, it will thereafter be considered an integral part of the Agreement. Either State may call a meeting for consideration of a Supplementary Agreement.

Each country will follow its own constitutional procedures for approval of the Agreement. The Belgian Parliament will have to approve the Agreement. In the United States, the Agreement will have to be presented to the Congress for a review period of 90 session days as required by section 233(e) of the U.S. Social Security Act. The Agreement will enter into force on the first day of the second calendar month after each Government has received formal notification of approval from the other Government.

AGREEMENT

ANNOTATIONS AND COMMENTS

FINAL PROTOCOL

to the Agreement between the United States of America and the Kingdom of Belgium on Social Security

The Final Protocol, which under the terms of Article 22 forms an integral part of the Agreement, contains provisions which are for the most part unilateral commitments or reservations to the Agreement.

At the time of signing the Agreement between the United States of America and the Kingdom of Belgium on Social Security, the undersigned stated that they are in agreement on the following points:

1. The Agreement shall not result in coverage under United States laws if those laws do not provide for the collection of contributions with respect to such coverage. Article 5.1 of the Agreement shall apply when Article 6.1 is not applicable as a result of the preceding sentence.

Paragraph 1 is intended to make clear that the Agreement will not result in an extension of U.S. Social Security coverage if there is no authority in U.S. law to impose Social Security taxes with respect to the work. (There is, at present, no provision in U.S. law for extending Social Security taxation under a section 233 agreement.) For example, a Belgian national employed outside the United States by an American employer would not be covered under the U.S. program, notwithstanding the equal treatment provisions of Article 4 or the provision concerning transferred employees under Article 6.1.

2. Article 6.1 shall apply in cases where a national of a State other than a Contracting State is sent by an employer in the territory of one Contracting State to the territory of the other Contracting State, provided that its application does not conflict with any provision of another treaty or international agreement between a Contracting State and a third State.

Under paragraph 2, a third country national sent from Belgium to the United States by his employer located in Belgium will continue to be covered under Belgian social security laws and exempt from U.S. coverage. (If the third country national is sent from the United States to Belgium, Belgian laws will apply as a result of paragraph 1 of the Final Protocol.) However, to the extent that this provision conflicts with another international Social Security Agreement, it will not apply. A conflict could arise, for example, under the Agreement between the United States and Italy, if an Italian national is sent from Belgium to the United States by an Italian employer.

AGREEMENT	ANNOTATIONS AND COMMENTS
3. Article 6.1 shall apply in cases where a person is employed in the territory of a third State, but compulsorily covered under the laws of one of the Contracting States, and is then sent by his employer to the territory of the other Contracting State.	Article 6.1 of the Agreement provides that an employee sent from one country to work temporarily in the other country will continue to be covered by the country from which he is sent. Paragraph 3 makes clear that Article 6.1 will apply even if the employee is not sent directly to the other country but first is assigned to work in a third country.
4. Notwithstanding Article 5 of this Agreement, Belgian nationals employed in the administrative and technical services of a Belgian diplomatic mission or consular post in the territory of the United States shall be subject to Belgian laws.	Belgian nationals employed in the administrative and technical services of a Belgian diplomatic or consular post are currently exempt from U.S. social security coverage (unless they are also U.S. nationals) and may be covered under the Belgian system on a voluntary basis. Paragraph 4 permits Belgium to cover such persons on a compulsory basis.
5. Where rights to benefits under Belgian laws for persons who have served in the armed forces or civil service are dependent on the completion of a minimum period of coverage either before entry into or after departure from the armed forces or civil service, periods of coverage completed under United States laws shall also be taken into account to the extent necessary.	Belgian social security law confers certain advantages to persons who have served in the Belgian armed forces or civil service. For example, where a person's military service interrupts a period of covered employment, and the person returns to covered employment within 30 days after his discharge from the military and becomes incapacitated for work shortly thereafter, his entire period of military service will be disregarded in determining if he meets the 120 day/2 quarter requirement for disability benefits. (For an explanation of this requirement, see comment regarding Article 12.) Under paragraph 5, periods of U.S. coverage would be taken into account to determine if the Belgian military service had interrupted covered employment or if the worker had returned to covered employment within the required time limit.
6. The United States shall apply Chapters I and II of Part IV to nationals of a State other than a Contracting State who are not included among the persons referred to in Article 3.	Paragraph 6 is intended to make clear that provisions of the Agreement concerning U.S. benefits will apply to third country nationals as well as U.S. and Belgian nationals. Thus, any person credited with periods of coverage in both the United States and Belgium can have those periods totalized for the purpose of determining eligibility for U.S. benefits regardless of nationality. Payment of benefits of such persons--whether based on totalized credits or not--will be subject to the provisions of U.S. law, including the alien nonpayment provision of section 202(t).

AGREEMENT

7. With respect to Belgium, appeals which must be filed within a given period of time with a tribunal in Belgium shall be considered to have been timely filed if it is shown that the appeal has been filed within such period with an agency in the United States.

8. Article 4 of the Agreement shall be applied by the United States in a manner consistent with section 233(c)(4) of the United States Social Security Act.

Done at Washington, D. C. on February 19, 1982 in duplicate in the English, French and Dutch languages, the three texts being equally authentic.

For the Government of the United States of America:	For the Government of the Kingdom of Belgium:
(signed)	(signed)
John A. Svahn	R. Schoumaker

ANNOTATIONS AND COMMENTS

Appeals which must be filed within a time limit with a Belgian court and which are presented within the time limit to the U.S. Social Security Administration will be considered to have been timely filed with the Belgian court. However, U.S. courts incur no obligations as a result of this provision.

Section 233(c)(1) of the Social Security Act requires U.S. international Social Security Agreements to contain certain benefit and coverage provisions. Section 233(c)(2) permits agreements to contain exceptions to the alien nonpayment provisions of the Social Security Act for beneficiaries residing in the other country. In addition, section 233(c)(4) permits agreements to contain other appropriate provisions which are not inconsistent with the provisions of title II of the Social Security Act. Paragraph 8 of the Final Protocol is intended to make clear that where the only authority for the equality of treatment provisions of Article 4 of the Agreement is section 233(c)(4), these provisions will be applied by the United States only to the extent they do not conflict with other provisions of title II of the Social Security Act.

ADDITIONAL PROTOCOL

ANNOTATIONS AND COMMENTS

ADDITIONAL PROTOCOL TO THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF BELGIUM ON SOCIAL SECURITY, SIGNED FEBRUARY 19, 1982

The Government of the United States of America and the Government of the Kingdom of Belgium, considering that it is necessary to improve the manner of determining rights to benefits under Article 11 of the Agreement on Social Security between the United States of America and the Kingdom of Belgium, signed February 19, 1982

agree as follows:

ADDITIONAL PROTOCOL

Article 1

The Final Protocol to the Agreement shall be amended by adding the following new paragraph 9:

"9. When entitlement to a benefit under United States laws is established in accordance with the provisions of Article 9.1 of the Agreement, the requirements of Article 10 and Article 11.3 shall be considered to be met if the agency of the United States (a) computes the theoretical basic benefit amount in accordance with United States laws based on the worker's periods of coverage and average earnings credited exclusively under United States laws, and (b) computes the pro rata basic benefit amount by applying to the theoretical basic benefit amount the ratio of the duration of the worker's periods of coverage credited under United States laws to the duration of a coverage lifetime as determined in accordance with United States laws."

ANNOTATIONS AND COMMENTS

Articles 10 and 11 of the U.S.-Belgian Social Security Agreement of February 19, 1982, provide for the computation of U.S. totalization benefits in the same manner established in the other U.S. Social Security Agreements now in force. Under this method, when a person qualifies for U.S. benefits on the basis of combined U.S. and foreign periods of coverage, a theoretical benefit amount is determined by combining the person's U.S. and foreign earnings records. The combined earnings (indexed if the worker qualifies for a computation based on average indexed monthly earnings (AIME)) are averaged over the number of months in the worker's benefit computation years. These are generally the years from 1951, or, if later, the year of attainment of age 22, up to the year the worker reaches age 62, becomes disabled, or dies, disregarding 5 years of low earnings in retirement or survivors cases, and zero to 5 years in disability cases. The theoretical benefit amount is determined by applying the regular U.S. national benefit formula to the person's average monthly earnings (AME) or, where appropriate, the person's AIME, which was derived on the basis of combined earnings records. The theoretical benefit is then reduced to reflect the fact that the person worked only part of his career under the U.S. system. Thus, the benefit that is actually payable equals the theoretical benefit amount multiplied by the ratio of U.S. periods of coverage to total periods of coverage under the programs of the United States and the other agreeing country.

ADDITIONAL PROTOCOL

ANNOTATIONS AND COMMENTS

Each country, including Belgium, with which we have discussed the possibility of concluding a Social Security Agreement has expressed concern over the need to furnish the United States with detailed data on a worker's earnings under its system. Furnishing this information, which may not even be used under its system, has been administratively burdensome. The Social Security Administration has experienced long delays in obtaining foreign earnings information in some cases. Converting foreign earnings into equivalent U.S. dollar amounts and manipulating it in the U.S. benefit computation has proven to be a laborious operation, which by its nature is time-consuming and prone to error. The length of time needed to obtain foreign earnings information has resulted in long delays in awarding U.S. totalization benefits in a significant number of cases.

In addition, prorating benefit amounts based on the ratio of U.S. periods to total periods in both countries can result in individuals with the same date of birth and the same average earnings and coverage under the United States system receiving significantly different U.S. totalization benefit amounts depending upon the amount of covered work they had under the foreign system. Although additional foreign coverage, by increasing the denominator of the pro rata ratio, would generally reduce the amount of U.S. totalization benefits, it might or might not result in a compensating increase in the amount of foreign benefits, depending on the computation method used by the foreign country.

SSA has been working to develop a new method of computing U.S. totalization benefits that would not require information on foreign earnings and thus would avoid the problems connected with the current computation method. The existing regulations that specify the current method would have to be revised to authorize any new method. Under a proposed new method that appears most promising, Belgian social security coverage would be combined with U.S. coverage to establish entitlement to a U.S. totalization benefit, but Belgian earnings would not be considered in computing the amount of the benefit. Only the worker's earnings and periods of coverage under the U.S. Social Security program would be taken into account.

Under this proposed method, the theoretical benefit amount would be based on the worker's U.S. earnings or, where appropriate, indexed earnings, averaged over the period he actually worked under the U.S. system, rather than over all the worker's benefit computation years as under the current method. The theoretical benefit amount would be computed by applying a regular U.S. national benefit formula to the worker's AME or AIME so derived. The benefit actually payable would be determined by multiplying the theoretical benefit amount by the ratio of the worker's U.S. quarters of coverage to the number of calendar quarters in a period generally equal to the worker's benefit computation years.

Under this proposed method, the theoretical benefit would approximate the benefit amount to which the worker would have been entitled had he worked a full lifetime under the U.S. system at the same relative earnings level as during his actual periods of U.S. coverage. The prorata benefit that is payable would reflect the portion of the worker's coverage lifetime spent under the U.S. system.

The proposed new method is comparable to the computation methods used by most Western industrialized countries which compute totalization benefits based only on earnings credited under their own social security systems. It would greatly expedite the processing of claims by the Social Security Administration since the time-consuming process of securing foreign earnings records would have been eliminated. Since the theoretical benefit would be prorated without regard to the length of the worker's foreign coverage, U.S. totalized benefit amounts would be the same for all individuals with the same date of birth and the same average earnings and coverage periods under the U.S. system.

This Additional Protocol would revise the U.S.-Belgian Agreement of February 19, 1982 to permit the United States to apply an alternative computation method along the lines of the new method being considered for inclusion in U.S. regulations. By concluding the Additional Protocol now, rather than after the new method is incorporated in U.S regulations, it should be possible to save considerable negotiating time and expense and to avoid the administrative complications of implementing the new computation method after the principal Agreement has already entered into force. The language of Article 1 of the Additional Protocol has been drafted in general terms to allow some flexibility in the development of the U.S. regulations and to allow use of the present method if, for some unforeseen reason, the proposed new method is not adopted or the promulgation of the regulatory revision is long delayed.

Article 2

This Additional Protocol shall enter into force on the date of entry into force of the Agreement and shall have the same period of validity.

The Additional Protocol will enter into force on the same date as the principal Agreement and will remain in effect for the same period as the principal Agreement. It is anticipated that regulations specifying the alternative computation method will be in effect before the agreements enter into force, so that all U.S. benefits to which entitlement is based on the principal Agreement will be computed under the alternative method.

Done at Brussels on November 23, 1982 in duplicate in the English, French, and Dutch languages, the three texts being equally authentic.

For the Government of the United States of America:	For the Government of the Kingdom of Belgium:
(signed)	(signed)
Charles H. Price, II	J. Dehaene

ANNEX C

ADMINISTRATIVE AGREEMENT FOR THE IMPLEMENTATION OF THE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF BELGIUM ON SOCIAL SECURITY OF FEBRUARY 19, 1982

In conformity with Article 13(a) of the Agreement between the United States of America and the Kingdom of Belgium on Social Security of February 19, 1982 the Competent Authorities, to wit:

For the United States of America:
The Secretary of Health and Human Services,
represented by

_____

For the Kingdom of Belgium:
The Minister for Social Affairs
The Minister for the Middle Classes
The Secretary of State for Pensions
represented by

_____

have agreed to the following provisions for the application of the Agreement:

AGREEMENT

CHAPTER 1

General Provisions

Article 1

1. The Agreement between the United States of America and the Kingdom of Belgium on Social Security of February 19, 1982 shall be referred to hereinafter as the "Agreement."

2. Terms used in this Administrative Agreement shall have the same meaning as in the Agreement.

Article 2

1. In conformity with Article 13(a) of the Agreement, liaison agencies shall be:

   (a) For the United States, the Social Security Administration;

   (b) For Belgium:

   --The National Pensions Office for Salaried Employees with respect to laws referred to in Article 2.1(b)(i) regarding retirement and survivors pensions for salaried employees and self-employed persons;

   The National Sickness-Invalidity Insurance Institute with respect to laws referred to in Article 2.1(b)(ii) of the Agreement regarding invalidity insurance for salaried employees, for sailors of the merchant marine, miners and self-employed persons;

   The National Social Security Office with respect to the application of laws referred to in Article 2.1(b)(iii) of the Agreement;

ANNOTATIONS AND COMMENTS

Article 1 deals with the meaning of terms. The term "Agreement," when used by itself, means the U.S.-Belgian Social Security Agreement. Other terms used in both the Agreement and this Administrative Agreement, whether defined in the Agreement or not, shall have the same meaning as in the Agreement.

Article 2.1 designates the liaison agencies that will have primary responsibility for coordinating benefit claim and coverage determination procedures in the two countries. The Social Security Administration (SSA) is the U.S. liaison agency. Belgium will have two liaison agencies to deal with benefit claims procedures: the National Pensions Office for Salaried Employees with respect to old-age and survivors benefits and the National Sickness/Invalidity Insurance Institute with respect to disability benefits. Belgium will have two additional liaison agencies to deal with coverage matters: The National Social Security Office with respect to the coverage of employed persons and the National Social Insurance Institute for Self-Employed Persons with respect to the coverage of the self-employed.

AGREEMENT	ANNOTATIONS AND COMMENTS
—The National Social Insurance Institute for Self-Employed Persons with respect to the application of laws referred to in Article 2.1(b)(iv) of the Agreement.	
2. The Belgian liaison agencies, with the consent of the Belgian Competent Authorities, and the United States liaison agency shall agree upon joint procedures and forms necessary for implementation of the Agreement and this Administrative Agreement.	Article 2.2 authorizes and requires the United States and Belgian liaison agencies to agree upon those procedures and forms which must be prepared jointly for the implementation of the Agreement and Administrative Agreement.
CHAPTER 2	
Provisions on Coverage	
Article 3	Article 3 establishes procedures pursuant to Part III of the Agreement for the elimination of dual social security coverage and taxation of the same work under the systems of both the United States and Belgium.
1. Where the laws of a Contracting State are applicable in accordance with Article 6.1 or 6.2 of the Agreement, the agency of that Contracting State designated in paragraph 3 shall issue upon request of the employer or self-employed person a certificate stating that the concerned employee or self-employed person remains covered by those laws and the date this coverage is expected to end.	Paragraph 1 provides that where a person is temporarily transferred from one country to the other and the laws of the sending country continue to apply in accordance with Articles 6.1 or 6.2 of the Agreement, the agency of the sending country will issue a certificate to that effect when requested to do so by the sending employer or self-employed person. When presented to the appropriate agency of the other country, the certificate will establish the basis for the exemption of the person from the coverage laws of that country. Retroactive recovery of U.S. contributions paid with respect to services for which a coverage exemption has been in effect would be subject to the time limitations for refunds of taxes in the Internal Revenue Code.

AGREEMENT

2. In all other cases where the laws of a Contracting State are applicable in accordance with Part III of the Agreement, the agency of the Contracting State designated in paragraph 3 whose laws are applicable shall furnish upon request of the employer or self-employed person a certificate stating that the concerned employee or self-employed person is subject to the laws of that Contracting State.

3. The certificates referred to in paragraphs 1 and 2 shall be issued:

--in the United States

by the Social Security Administration

--in Belgium

by the National Social Security Office with respect to employed persons, and

by the National Social Insurance Institute for Self-Employed Persons with respect to self-employed persons.

The agency of either Contracting State which issues a certificate referred to in paragraphs 1 and 2 shall furnish without delay a copy of the certificate to the liaison agency of the other Contracting State as needed by the latter agency.

ANNOTATIONS AND COMMENTS

Paragraph 2 extends the procedure described in paragraph 1 to cases where workers are subject to the laws of only one country by virtue of Agreement provisions other than Articles 6.1 and 6.2. For example, a U.S. citizen employed permanently in Belgium by an American employer will be covered only by Belgium in accordance with Article 5.1, and may need a certificate of Belgian coverage to establish the basis for an exemption from U.S. social security taxation for himself and his employer.

Paragraph 3 designates the agencies responsible for issuing coverage certificates and provides for a copy of any certificate issued to be furnished to the appropriate liaison agency of the other country.

AGREEMENT	ANNOTATIONS AND COMMENTS
4. In the application of Article 5.3 of the Agreement, a self-employed person shall, if requested by an agency of a Contracting State designated in paragraph 3, furnish to that agency a copy of tax returns filed with the tax authorities of the other Contracting State for any year or years specified by that agency. The person asked to provide this information shall have the requested copy or copies certified as true and exact by the tax authorities of the Contracting State with which the tax returns were filed. Pending receipt of the certified copy or copies, the agency may provisionally assess a contribution in an amount to be determined by the Competent Authority whose laws are applicable in accordance with Article 5.3 of the Agreement.	Paragraph 4 is included at the request of Belgium to help the Belgian authorities implement Article 5.3 of the Agreement. Under Article 5.3 a person who resides in Belgium and who performs self-employment in both the United States and Belgium will be covered by Belgium with respect to his self-employment income from both countries. In order to verify the extent of the person's liability for contributions under the Belgian system, the Belgian liaison agency may require the self-employed person to obtain certified copies of his income tax returns for specified years from the U.S. Internal Revenue Service and submit them to the appropriate Belgian liaison agency. The Belgian Minister for the Middle Classes may establish a provisional level of contributions to be assessed on the self-employment income derived from the United States until the tax returns are submitted. It is not intended that U.S. agencies will apply this provision.
CHAPTER 3 Provisions on Benefits Article 4	
1. The liaison agency of the Contracting State with which an application for benefits is filed in accordance with Article 17 of the Agreement shall inform the liaison agency of the other Contracting State of this fact without delay, using forms established for this purpose. It shall also transmit documents and such other available information as may be necessary for the agency of the other Contracting State to establish the right of the applicant to benefits according to the provisions of Part IV of the Agreement.	Articles 4.1 and 4.3 outline the procedures to be followed by both countries for the exchange of pertinent information needed to process claims filed under the Agreement.

AGREEMENT

2. The agency of the Contracting State with which an application for benefits has been filed shall verify the accuracy of the information pertaining to the applicant and his family members. The types of information to be verified shall be agreed upon by the liaison agencies.

3. The liaison agency of a Contracting State which receives an application filed with an agency of the other Contracting State shall without delay provide the liaison agency of the other Contracting State with such evidence and other available information as may be required to complete action on the claim.

Article 5

In the application of Articles 9, 10, and 11 of the Agreement, the Belgian liaison agency shall notify the United States liaison agency of the months in which a person completed periods of coverage under Belgian laws, and, if necessary, the person's creditable earnings in any year during which periods of coverage were completed under Belgian laws.

ANNOTATIONS AND COMMENTS

Both U.S. and Belgian law require that certain information about individuals claiming benefits be verified (e.g., age and family relationship to the worker) before the claim can be approved. Article 4.2 provides that when a claim for benefits under the Agreement is filed in one country, the agency of that country will verify the relevant information and inform the agency of the other country of its findings. The purpose of this provision is to expedite the claims process by avoiding the duplication of effort which would result if the agencies of both countries were required to verify the same information. Although an agency may accept the findings of the other agency concerning the accuracy of information, it may at its discretion request documentary evidence to support those findings.

Under Article 5, if totalization is necessary to establish a person's right to U.S. benefits in accordance with Article 9 of the Agreement, the Belgian liaison agency will furnish SSA a record showing the number of months of coverage the person has earned under the Belgian system.

Although Article 5 also authorizes Belgium to furnish earnings information to the U.S. for the purpose of computing totalization benefit amounts, this may not be necessary. Article 11.3 of the Agreement (as in earlier bilateral Social Security agreements concluded by the United States) would provide that the Social Security Administration take into account the dollar equivalent of the Belgian earnings in computing the U.S. totalization benefit. However, the Additional Protocol permits an alternative method of computing U.S. benefits which, if adopted in the HHS regulations, would eliminate the need for Belgian earnings information. (See annotations to Additional Protocol.)

AGREEMENT

Article 6

In the application of Articles 9, 10 and 12 of the Agreement, the United States agency shall when necessary notify the Belgian agency of the periods of coverage which a person has completed under the laws of the United States as well as the amount of the benefit to which the person is entitled.

ANNOTATIONS AND COMMENTS

Article 6 provides that where totalization is necessary to establish a person's right to Belgian benefits in accordance with Article 9.1 of the Agreement, the Social Security Administration will furnish the Belgian liaison agency a record showing the number of quarters of coverage the person has earned under the U.S. system. In determining eligibility for Belgian benefits, Belgium, in accordance with Article 12.2 of the Agreement, will credit 3 months of coverage for each quarter of U.S. coverage to the extent that any such month is not already credited as a month of coverage under the Belgian system. Where Belgium must take into account the amount of any U.S. benefit to establish the amount of the Belgian benefit that is payable, the Social Security Administration will also furnish the Belgian liaison agency with the amount of the U.S. benefit. It is understood by both sides that this information will only be provided upon request and with the written consent of the person concerned.

ANNEX D
REPORT TO CONGRESS
ON THE FINANCIAL EFFECT OF THE
U.S.-BELGIUM SOCIAL SECURITY AGREEMENT

This report presents estimates of benefit costs and reduction in contribution income resulting from the proposed totalization agreement with Belgium. The estimates are based on the assumption that the agreement will become effective October 1, 1983.

Additional OASDI benefit payments in fiscal year 1984, over and above payments under present law, are estimated to total $55,000. These additional payments will be made to persons who are not now eligible for OASDI benefit payments but who would become immediately eligible for such benefits under the totalization agreement. Data from the Immigration and Naturalization Service Annual Reports were used as a basis for the following estimates of the number of persons living in the United States who would become immediately eligible for a totalized OASDI benefit:

Total	90
Retired or disabled	70
Dependents and survivors	20

Because of a lack of detailed information about the number of Americans emigrating to Belgium, it is difficult to make a reliable estimate of the number of persons living in Belgium who would become eligible for OASDI benefit payments because of the agreement. In estimating additional OASDI benefit payments, it was assumed that the number of persons living in Belgium who would become eligible for a United States benefit is negligible.

The agreement would not affect the eligibility requirements for Belgian retirement and survivor benefits since there is no minimum coverage requirement for these benefits. It was assumed that the number of persons not now eligible for Belgian disability benefits who would become eligible for such benefits as a result of the totalization agreement is negligible.

A summary of the estimated effect of the proposed totalization agreement with Belgium on benefit payments and tax contributions in fiscal year 1984 is shown below (in millions):

1. Additional benefit payments from U.S. system	(1/)
2. Reduction in tax contribution income to the U.S. system	$4
3. Total effect on U.S. system	4
4. Additional benefit payments from Belgium to U.S. residents	(1/)
5. Reduction in tax contributions paid by U.S. employees and employers to Belgium	22
6. Net effect on U.S. balance of payments 2/	18

1/ Less than $500,000.

2/ Represents net total of lines 4 and 5 less line 3.

The ongoing number of persons becoming eligible for OASDI benefits as a result of the agreement is estimated to be less than 20 annually.

About 900 employees and their employers in the United States would no longer make tax contributions to the OASDI and HI Trust Funds as a result of the agreement.

Approximately 2,000 United States employees and their employers in Belgium would no longer be required to pay Belgian social security taxes.

ANNEX E

Social Security in Belgium

I. Introduction

Social security in Belgium comprises a broad range of programs that pay generous benefits and require large contributions relative to other countries. The programs are characterized by extreme decentralization in administration with a great many mutual aid associations, insurance funds, and local government bodies responsible for taking claims and paying benefits. This decentralization is rooted in Belgian social history. Mutual aid associations have existed in Belgium since the middle of the nineteenth century. Until the beginning of the twentieth century the State provided subsidies to these associations but did not intervene further in the field of social policy.

The first compulsory social insurance scheme in Belgium--insurance against work accidents--was introduced in 1903. Compulsory old-age and survivors insurance for miners appeared in 1911. The period between the two World Wars saw the largest expansion of the Belgian social security system. Compulsory pensions insurance for manual workers appeared in 1924 and for white collar employees in 1925. Compulsory insurance against occupational diseases was introduced in 1927. A family allowance program--the first in the world--was introduced in 1930, while a compulsory annual vacation program (considered a social security program in Belgium) was introduced in 1936.

In 1944 a decree law codified all the branches of social security and added a program of compulsory sickness/invalidity insurance (including insurance against the cost of health care) and a program of unemployment insurance. A 1969 law substantially revised the 1944 act, primarily by incorporating many amendments which had been enacted over the years.

II. Coverage

The 1969 law encompassing all social security programs is generally applicable to each employer having a place of business in Belgium and all workers employed in Belgium. The law covers both manual and white collar employees; however, the law differentiates between these two groups for certain benefit and contribution purposes. Services are generally covered if they are performed for remuneration under the authority of an employer and within a contractual arrangement. Employees are covered regardless of sex, age or citizenship. The interval at which employees are paid and the form of payment (pay on the basis of time, piece-work, tips, etc.) are not material in determining coverage.

Coverage for some or all programs may also be extended by governmental decree to persons who perform service for remuneration under the authority of another person but without being subject to an employment contract. Coverage for all programs has been extended under this provision to: managerial representatives of nonindustrial and noncommercial organizations, such as professional organizations, trade unions and cooperatives; entertainers; temporary employees placed by employment agencies; homeworkers; commission drivers; handicapped persons subject to a contract of apprenticeship for vocational rehabilitation; certain other persons under professional training programs; lockkeepers, guards and toll collectors of the dike and drainage system; and professional scholars in certain research organizations. Coverage for health insurance and a limited number of other programs has been extended to other groups of noncontractual workers. For example, sickness/invalidity (including health care), pensions, and unemployment insurance has been extended to temporary employees of the national, provincial and communal governments and all staff (except managers covered under a staff retirement system) of public corporations other than the Belgian railways; certain academic or scientific staff of State educational institutions; and lay employees of subsidized private institutions of secondary education.

Certain categories of workers subject to an employment contract have been covered under the 1969 law for only certain programs. This has been the case most notably for full-time employees of the national and provincial governments and their instrumentalities who are covered only for sickness/invalidity insurance, retirement and survivors pensions, and unemployment insurance.

Coverage abroad—Where no international agreement is in effect, a Belgian national who is sent by his employer to work abroad remains covered under the Belgian system for up to 6 months, with an extension for 6 additional months if the employer and employee request it.

Wages covered—Covered wages include remuneration in cash and in kind, bonuses, tips, and commissions. Covered wages do not include vacation allowances or supplementary pay paid by an employer on account of work accident or occupational illness.

Exclusions—The 1969 law excludes the general social security program: workers whose employment is subsidiary to their principal occupation or whose employment ordinarily lasts 4 hours or less per day (except entertainers, educators, clergymen, homeworkers, and certain cleaning staff); students who work less than one month between July 1 and September 30 and who are not otherwise covered during the rest of the year; domestic employees who do not live on their employer's premises, and who work less than 4 hours per day for the same employer and less than 24 hours per week for all employers; and doctors employed in health care institutions who receive remuneration other than a fixed salary, if they are covered under the social security system for self-employed workers for medical services performed outside the institutions.

Special programs--Miners and workers in related industries, merchant seamen, and self-employed workers are excluded from coverage under the 1969 law since they are covered under special programs. The miners' and seamen's programs are similar to those for manual and white collar employees but with some differences in contribution rates and benefit age requirements and computations. Self-employed workers have a completely separate system of social security. They have been compulsorily covered for family allowances since 1938, old-age and survivors pensions insurance since 1956, sickness insurance since 1964 and invalidity insurance since 1971.

Voluntary coverage--Belgian citizens and aliens residing in Belgium who are not otherwise covered for retirement and survivors pensions may contribute voluntarily to acquire this coverage.

III. Contributions

Employers and Employees

Employers are responsible for enrolling covered employees with the National Social Security Office (NSSO), withholding their employees' contributions from wage and salary payments, and remitting employer and employee contributions to the NSSO. The employer must remit a single contribution payment for all the branches of social security; however, the total percentage of payroll or earnings that is payable is based on percentage rates that are specified for each branch.

The following table illustrates the contribution rates for each branch and the percentage of total benefit expenditures provided by subsidies from the national government. In the past, some programs have included ceilings on payroll or earnings subject to contributions; however, beginning in 1983, all ceilings will be eliminated. The law provides for reintroducing a ceiling under the unemployment program when the number of unemployed persons falls below 300,000.

Branch	Contributions (%) Employers[1]	Employees	Total	Approximate Rate of State Subsidization — 1980 Estimate (% of total expenditures)
Retirement and Survivors	8.86	7.00	15.86	16.0
Sickness/Invalidity[2]				
Medical Benefits	3.75	1.80	5.55	42.0
Cash Benefits	2.20	1.15[3]	3.35[4]	33.0
Family Allowances	7.00	None	7.00	0.1
Unemployment	1.23	0.87	2.10	79.0
Occupational Illness	0.70[5]	None	0.70[5]	54.0
Occupational Injury	0.30[6]	None	0.30	Unknown
Annual Vacation	14.75[7]	None	14.75[7]	Unavailable

1/ Beginning July 1, 1981, the total employer tax rate with respect to payroll for wage earners for all social security programs is lowered by 6.17 percentage points. Some industries, such as oil, electricity, and insurance, which are either highly profitable or employ comparatively few wage earners, are not eligible for the reduction.

2/ A 5-percent surcharge is levied on automobile insurance premiums to help finance the sickness/invalidity program. Retirement and survivors pensioners whose income is above a specified level contribute 1.8 percent of their pension for health insurance coverage.

3/ 0.75% for white-collar workers.

4/ 2.39% for white-collar workers.

5/ 0.6% for white-collar workers.

6/ Plus an insurance premium which varies according to risk—average cost about 0.8% for white-collar workers; 2.75% for blue-collar workers.

7/ Employers must contribute to special funds for vacation allowance with respect to blue-collar workers; employers of white-collar workers are required to pay allowances directly to the worker. For the period beginning 1981 and continuing until decree (anticipated in 1983), the rate is reduced to 6.0%.

Legislation that went into effect in 1977 is designed to redistribute the burden of contributions from small to large employers. Thus, employers receive an annual credit of 5% of the quarterly contributions due during the preceding calendar year up to a total credit of BF 9,000 per quarter. On the other hand, all employers must pay an annual contribution surcharge equal to 1.4% of all contributions due for the preceding calendar year in excess of BF 600,000 per quarter.

Self-employed

The self-employed contribute only toward old-age and survivors pensions, sickness/invalidity insurance, and family allowances. Contribution rates vary according to the level of total earnings and whether the earnings are from a principal or secondary self-employment activity. The following table illustrates these rates for 1980.

Branch	Total Earnings From A Principal Self-Employment Activity (BF)			Total Earnings From A Secondary Self-Employment Activity (BF)		
	0-188,805	188,806-613,618	613,619-944,027	0-44,132	44,133-188,805	188,806-944,02
Sickness/ Invalidity						
Medical Benefits	BF 4.437	2.35%	2.35%	-0-	9.2%	
Cash Benefits	BF 963	0.51%	6.85% for sickness/ invalidity cash benefits, family allowances and OASI pensions	-0-	For Sickness/ invalidity benefits, family allowances and OASI pensions	Same as for principal self-employme activity
Family Allowances	BF 6,627	3.51%		-0-		
OASI Pensions	BF 13,273	7.03%		-0-		
TOTAL	BF 25,300	13.4%	9.2%	-0-	9.2%	

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CHAPTER 4

Miscellaneous Provisions

Article 7

In accordance with measures to be agreed upon pursuant to Article 2 of this Administrative Agreement, the agency of one Contracting State shall, upon request of the agency of the other Contracting State, furnish available information for the purpose of administering the Agreement or the laws specified in Article 2.1 of the Agreement.

Article 8

Copies of documents which are certified as true and exact copies by the agency of one Contracting State shall be accepted as true and exact copies by the agency of the other Contracting State, without further certification. The agency of each Contracting State shall be the final judge of the probative value of the evidence submitted to it.

Article 9

The liaison agencies of the two Contracting States shall exchange statistics on the payments made to beneficiaries under the Agreement for each calendar year in a form to be agreed upon. The data shall include the number of beneficiaries and the total amount of benefits, by type of benefit.

Article 10

ANNOTATIONS AND COMMENTS

Article 7 provides that the agency of one country may upon request furnish claims-related information to the agency of the other country in accordance with agreed upon procedures. Such procedures will be agreed upon by the liaison agencies and will be consistent with the governing statutes of both countries.

If the agency of one country certifies that a copy of a document it furnishes to the agency of the other country is a true and exact copy of an original document, the other country will accept this certification. The agency of each country will remain the final judge of the probative value of documents submitted to it from whatever source.

Article 9 provides for an exchange of statistics concerning the number of beneficiaries and the types and amount of benefits paid under the Agreement.

In accordance with Article 14 of the Agreement, the Competent Authorities and agencies of the two countries will provide each other with such administrative assistance as may be necessary to implement the provisions of the Agreement. Article 10 of the Administrative Agreement specifies the types of assistance which will be provided without cost and the types which will be provided on a reimbursable basis.

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1. Where administrative assistance is requested under Article 14 of the Agreement, expenses other than regular personnel and operating costs of the agencies providing the assistance shall be reimbursed.

2. Upon request, the agency of one Contracting State shall furnish without expense to the agency of the other Contracting State all medical information and documentation which is available relevant to the disability of a claimant or beneficiary.

3. Where the agency of a Contracting State requires that a claimant or beneficiary submit to a consultative medical examination, such examination, if requested by that agency, shall be arranged by the agency of the other Contracting State in which the claimant or beneficiary is present, in accordance with the rules of the agency making the arrangements and at the expense of the agency which requests the examination.

4. Amounts owed under paragraphs 1 and 3 shall be reimbursed upon presentation of a detailed statement of expenses.

Article 11

Unless authorized by the national statutes of a Contracting State, information about an individual which is transmitted in accordance with the Agreement to that Contracting State by the other Contracting State shall be used exclusively for purposes of implementing the Agreement. Such information received by a Contracting State shall be governed by the national statutes of that Contracting State for the protection of privacy and confidentiality of personal data.

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Under Article 10.1, expenses incurred in responding to requests for administrative assistance which require an agency to go outside its own organization to provide the assistance, such as hiring interpreters or conducting special field investigations, shall be paid by the requesting agency. Expenses for regular personnel and operating costs will not be reimbursed.

Where one agency requests medical information from the other agency, the other agency will send to the requesting agency pertinent and available medical information in its possession free of charge.

Where a medical examination is necessary to establish eligibility for or continuing entitlement to benefits under one country's system and the claimant or beneficiary resides in the other country, the agency of the country of residence shall upon request arrange for the examination at the expense of the agency requesting the examination.

In order to receive reimbursement for administrative assistance, the agency which provides the service must present the requesting agency with a statement of expenses.

Both the United States and Belgium have statutes that provide strict safeguards for maintaining the confidentiality of information pertaining to individuals which is in the possession of their respective Governments. In the United States these statutes include the Freedom of Information Act, the Privacy Act, the Tax Reform Act of 1976, the Government in the Sunshine Act, and pertinent provisions of the Social Security Act and other related statutes. Article 11 provides that personal information pertaining to an individual which one country furnishes to the other under the Agreement will be protected in accordance with the applicable provisions of the other country's privacy and confidentiality laws.

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Article 12

This Administrative Agreement shall enter into force on the date of entry into force of the Agreement and shall have the same period of validity.

Done at Brussels on November 23, 1982 in duplicate in the English, French and Dutch languages, the three texts being equally authentic.

For the Government of the United States of America:

(signed)

Charles H. Price II

For the Government of the Kingdom of Belgium:

(signed)

J. Dehaene

ANNOTATIONS AND COMMENTS

The Administrative Agreement will enter into force on the same date as the Agreement and will remain in effect for the same period as the Agreement.

Contributions payable in a given year are based on self-employment earnings from the third preceding year indexed for increases in consumer prices. For example, contributions for 1980 are based on 1977 self-employment earnings multiplied by 1.1757. Earnings amounts in the headings of the preceding table represent indexed amounts.

Self-employed persons must also pay dues toward the administrative expenses of the insurance fund in which they are enrolled.

IV. Benefits

Retirement and Survivors Pensions

Retirement pensions--Unreduced retirement pensions are payable under the employees' and self-employed persons' systems at age 65 for men (age 64 without actuarial reduction under the employees' system if the man has worked at least 45 years in a customary and principal occupation) and at age 60 for women. Pensions based on surface mining are payable at age 60; those based on underground mining are payable at age 55 or at any age if the worker has completed at least 25 years of underground mining work. Pensions based on maritime employment are payable at age 60 after 14 months of service at sea.

Under the employees' and self-employed persons' systems, retirement pensions may be claimed as early as age 60 for men or age 55 for women but the pension is reduced by 5 percent for each year it is received before normal retirement age. If part of a person's pension is based on work as a seaman or miner, and part on other work, only the latter is subject to reduction on account of early retirement.

There is no minimum coverage requirement for receipt of retirement or survivors pensions under either the employees' or self-employed persons' systems.

Before 1970, retirement and survivors pensions were only payable to Belgian residents, except as otherwise provided by international agreement. Since 1970 pensions are also payable abroad to Belgian nationals, stateless persons, and refugees.

The retirement pension payable at normal retirement age to a person with a full work career under the employees', miners', and seamen's systems equals 60% of average indexed career earnings. A male retiree's pension is increased to 75% of average indexed career earnings if he has a wife who neither works nor receives a pension under Belgian or foreign law. A full work career for someone reaching normal retirement age in 1982 is 36 years. The definition of a full career will increase each year by one until it reaches 45 years for men in 1991 and 40 years for women in 1986. The pension for workers with less than a full work career is proportionately reduced. For example, a single man with only 12 years of work credit who retires at age 65 in 1982 will receive a retirement pension equal to one-third of the full pension. Creditable years of work may date back to 1926. Years of work after normal retirement age may be used to complete a less-than-full work career.

If an employee worked before July 1, 1970 in noncovered employment which would have been covered as of that date, he may pay contributions retroactively to cover the blank years, subject to the approval of the National Pensions Office for Salaried Workers. Voluntary contributions may also be paid to cover years of study after age 20 and years during which a woman raises her child until the age of 3 years (age 6 if handicapped). In addition, certain nonwork periods such as periods of involuntary unemployment, invalidity or short-term disability, confinement for childbirth and military service, are deemed equivalent to work periods without payment of contributions.

Individual earnings records have only been maintained since 1955 for manual workers, 1956 for seamen, 1958 for white collar workers, and 1968 for miners. Actual earnings amounts are taken into account for computing benefits based on each category of work beginning with those dates. Periods of coverage before those dates are credited with flat-rate amounts which are determined by regulation and indexed to price increases. For each year before 1955 the flat-rate amount as of January 1982 for all categories of work except underground mining is BF 270,581. The flat-rate amount for underground mining before 1955 equals BF 324,696. As of January 1982, white collar employees receive flat-rate amounts of BF 408.63, BF 436.97 and BF 468.81 for each work day in 1955, 1956 and 1957, respectively. In addition to these flat-rate amounts for periods of work before actual earnings were recorded, regulations establish deemed earnings amounts for non-work periods which are taken into account for benefit computations.

Earnings amounts for each year are indexed to reflect price changes from the time the earnings were derived to a point in time shortly before receipt of the pension.

The self-employed person's retirement pension is not earnings-related. A full pension based on a full work career equals a flat-rate amount of BF 119,995 in 1981. For a married couple the full pension equals BF 149,994 in 1981. The amounts are increased based on changes in the Belgian consumer price index (CPI). As under the employees' system, a full career in 1982 equals 36 years but will eventually equal 45 years for men and 40 years for women. Pensions are proportionately reduced for less than full work careers.

Pensions under the employees' and self-employed persons' systems are subject to a retirement test established by regulation. Except under limited circumstances a person may not receive a social security benefit and work without the prior approval of the National Employees' Pensions Office. As of November 1981, a beneficiary who receives the prior approval of the National Office may earn up to BF 14,464 per month without having the pension suspended. Self-employed workers may earn up to BF 136,082 per calendar year. The above amounts are adjusted in relation to changes in the CPI and are increased by 50 percent for pensioners who have a dependent child. Except in the case of a man who is receiving a married couple's pension, the retirement test applies only to the pensioner's earnings and not his or her spouse's.

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A person receiving a retirement pension may not simultaneously receive a sickness, invalidity or unemployment benefit. Work accident or occupational disease benefits may be paid simultaneously with retirement pensions unless the accident or disease resulted in an increase in the amount of the retirement pension.

Survivors pensions--Widows' pensions are payable to surviving women who are at least 45 years of age and who were married to the worker for at least one year at the time of the worker's death. A young widow's pension is payable at any age if the widow has a child in care on whose behalf a family allowance is payable or the widow is at least two-thirds disabled. Widow's pension is also payable at any age if the husband's principal occupation for at least 20 years was underground mining. If the marriage lasted less than one year, the widow's pension may still be paid if a child was born of the marriage, the worker's death was caused by an accident after the marriage was concluded, or at the time of the worker's death the couple was caring for a child on whose behalf a family allowance was being paid.

If a widow does not meet the age or duration-of-marriage requirements, a transitional widow's pension is payable for up to 12 months. Similarly, a woman who was receiving a widow's pension and subsequently remarries, or who was receiving a widow's pension before age 45 and no longer meets the requirements for a young widow's pension, continues to receive the pension for 12 months.

Recipients of widow's pensions are subject to the same earnings limitation and prohibition on simultaneous receipt of other pensions which apply to retirement pensioners.

No survivors pensions are paid to widowers or surviving children. However, orphans receive substantially higher allowances than other children under the family allowance program.

If the worker was receiving a retirement pension at the time of death, the widow's pension equals 80% of the worker's pension (computed at the married couple rate and without considering any actuarial reduction in the husband's benefit due to early retirement). If the worker died before receiving a retirement pension, the widow receives 80% of the retirement pension (at the married couple rate) the worker would have received if he had worked to age 65.

Vacation allowance--An annual vacation allowance is payable to persons receiving a retirement or survivors pension in May of any given year. In 1980 this amount equaled BF 3,659 for recipients of the married couple's pension and BF 2,194 for other beneficiaries.

Sickness/Invalidity Insurance

Belgian sickness-invalidity insurance is divided into two sectors: health care and cash benefits.

Qualifying requirements--To qualify for health care or cash benefits, a worker must be enrolled with one of the about 1,700 mutual aid associations or the Auxiliary Sickness/Invalidity Fund. In addition, the person must have credit for at least 120 work days during a six-month period generally comprising the second and third calendar quarters preceding the application for benefits. In determining the number of workdays completed, days during which a person was prevented from working due to work accident or occupational disease, unemployment, lockout or legally sanctioned strikes, as well as legally recognized annual vacation days and paid holidays, are considered equivalent to work days.

Widows, pensioners, and orphans are exempt from the recency-of-work test for purposes of qualifying for health care benefits; however, if a widow's or retiree's pension is based on less than one-third of a full work career, the pensioner must pay a monthly contribution for health care insurance.

Health care benefits--Under the health care program, a beneficiary generally must pay medical and hospital bills directly and then apply to his mutual aid association or the Auxiliary Fund for reimbursement. In some cases where medical charges are particularly high, the social security agency may be billed directly so that the insured person pays in advance only the amount of any coinsurance. The program covers the cost of preventive and curative health care, including hospitalization, routine examinations and prescription drugs, specialist care, obstetrical care and delivery, and prostheses, as well as functional and vocational rehabilitation.

Rates of reimbursement are fixed by regulation in accordance with negotiated tariff schedules. Physicians, dentists, and pharmacists are free to charge more than the scheduled rates; however, for those who abide by the tariff schedule the National Sickness/Invalidity Insurance Institute makes a supplementary contribution to increase the amount of their eventual retirement, survivors or invalidity pensions. The program reimburses up to 100% of the scheduled tariffs for hospitalization; however, for certain "routine care," which includes visits and consultations by doctors, dentists, physiotherapists, and diagnostic services, the reimbursement is limited to 75%. Widows, orphans, and retirement and invalidity pensioners generally receive 100% reimbursement even for these charges if their income does not exceed certain limits. For prescription drugs an insured person pays a flat amount to the pharmacist. The difference between the full price and the flat amount is paid by the social security agency.

As of April 1982, an old age pensioner whose monthly pension exceeds BF 24,344 (or BF 28,851 if the pensioner has dependents) is required to contribute 1.8 percent of their pension amount for health insurance coverage.

Cash sickness/invalidity benefits--Belgian labor law provides for guaranteed wage payments to compensate the initial period of work incapacity due to illness. The employers of most white collar workers must continue full salary for the first 30 days of illness. For manual workers and those white collar workers not entitled to full salary for the first 30 days, the employer must pay full salary for the first 6 days of illness. For the next 24 days, the social security agency pays 60% of earnings and the employer supplements this with 29% of earnings for manual workers and 30.5% of earnings for white collar workers.

After the first month of illness the social security agency continues to pay 60% of earnings up to a maximum of BF 1,523 a day (as of August 1982) for up to one year (6 months in the case of miners). Women on maternity leave may receive, in addition to the 60% wage replacement, a supplement equal to 19.5% of earnings for 6 weeks before and 8 weeks after confinement. The supplement is provided under the family allowance program and is only payable for periods during which the woman is not receiving guaranteed wage payments from her employer.

After one year of disability an invalidity pension is payable equal to 43.5% of the worker's most current earnings if he has no dependents. Workers with dependents (including workers who are divorced or separated and required to make support payments, or whose physical or mental condition necessitates the constant attendance of a third person) receive an invalidity pension equal to 65% of prior earnings. As of August 1982, the maximum daily invalidity pension equals BF 1,106 (BF 1,652 for workers with dependents). A minimum daily invalidity pension equal to BF 686 for single workers and BF 857 for workers with dependents is payable to disabled individuals who meet a test of prior regular employment. Benefits are adjusted automatically in relation to changes in the CPI.

A person is considered incapacitated for work if he has ceased all work and his impairment or functional disorder has reduced his earnings capacity to one-third or less of the amount a person with the same training and education could earn. During the first 6 months of incapacity the percentage of loss of earnings capacity is measured in relation to the amount that could be earned in the disabled person's usual occupation.

A funeral grant of BF 19,282 (as of April 1982) is payable under the sickness/invalidity program to the person who incurred the funeral expenses of a covered worker or pensioner, provided that the person either lived with or was related to the deceased. Otherwise, the person who incurred the expenses may receive only the lesser of the actual expenses incurred or BF 9,641 (as of April 1982).

Cash benefits are only payable beginning with the date on which a worker notifies his social security agency of his disability; however, if the worker notifies the agency within 28 days (7 days in the case of manual workers and some white collar workers) he may receive benefits as soon as his employer-provided full-salary replacement is discontinued. Unemployed workers must report their disability to the regional bureau of the National Employment Office.

Payments are stopped if a beneficiary resumes work without notifying his social security agency. A person who regains up to 50 percent of his work capacity may return to work "appropriate to his state of health" subject to the approval of his agency. Benefits are reduced by 10 percent so long as the disabled worker refuses to participate in a program of functional or vocational rehabilitation.

Cash sickness/invalidity benefits may be reduced by the amount of other benefits payable under Belgian or foreign law based on the same sickness or injury.

Other Social Security Programs

Work injury—With the exception of civil servants and military servicemen, the Belgian work injury program covers all employees who are covered by one of the social security systems for manual and white collar employees, miners, or seamen. Protection is provided through private insurance policies which employers are required to purchase from an approved insurance company or a joint insurance fund.

Occupational disease—The occupational disease insurance program covers those under the general social security system (manual and salaried employees, miners and seamen), as well as unemployed and disabled workers, unpaid apprentices, and students whose training exposes them to the risk of occupational disease. Employers must insure themselves with the Occupational Diseases Fund.

Unemployment insurance—To be eligible for unemployment benefits a person must be out of work and without earnings (including pay in lieu of notice), must be registered at an employment office, and be capable, willing, and available for work. His unemployment must not be voluntary or due to misconduct, strike, or unjustified refusal of a suitable job offer. The person also must have completed a specified number of days of work within a certain period preceding his application. A so-called "pre-pension" may be paid under the unemployment insurance program to workers discharged involuntarily after reaching age 60 or to men aged 60 or women aged 55 who leave their job voluntarily and are replaced by a worker under age 30.

Family allowances--The program covers employers who are established in Belgium or have a place of business there, and who employ one or more persons on a regular basis or for a period expected to last at least 150 work days. In general, family allowances are payable on behalf of children of workers employed at least 4 hours a day on at least 100 days per year. Allowances are also paid to the children of pensioners, workers receiving unemployment benefits and certain other unemployed persons, handicapped persons, students and abandoned wives. Allowances are generally paid on behalf of children up to the age of 16.

Annual Vacations--Workers who are covered under social security are also covered under an annual vacation program. This program mandates the minimum amount of annual vacation for employees and the amount of vacation pay. The program is organized differently for manual workers and white collar workers. Employers of manual workers must be enrolled with and pay contributions to one of several annual vacation funds. Under the law a manual worker who was employed by one or more employers on at least 276 days during the preceding calendar year is entitled to 24 days of annual paid vacation. Vacation pay for manual workers equals 14 percent of the earnings attributable to the preceding calendar year. This is intended to represent double pay for the first 3 weeks of vacation and regular pay for the fourth week. The payments are made by the annual vacation fund to which the employer is affiliated. White collar workers receive 2 days of paid vacation for every month of service for one or more employers. The employer himself is obligated to continue the employee's regular salary during vacation and pay a bonus equal to 1/16 of this regular salary for each month of service completed during the preceding calendar year. Thus, an employee who worked 12 months during the preceding year receives 24 vacation days at 1 3/4 pay which is roughly comparable to the vacation pay of manual workers.

V. Administration

Management of the various Belgian social security programs is carried out by a large number of public and private agencies. However, the collection of contributions is highly centralized with the National Social Security Office collecting employer and employee contributions in a global amount for all the social security programs except work accident insurance. The NSSO distributes the revenue collected among the various agencies responsible for paying benefits.

Social security contributions for employers and employees in mining and shipping, as well as for the self-employed, are collected by other agencies: the National Retirement Fund for Miners, the Aid and Welfare Fund for Sailors Sailing under the Belgian Flag, and the various social insurance funds in which the self-employed are enrolled.

General supervision of the sickness/invalidity insurance program is entrusted to the National Sickness/Invalidity Insurance Institute. However, actual administration of the program rests with more than 1,700 mutual aid associations. Employees and self-employed persons must register with an association of their choosing. The associations are joined into 126 federations and 5 national unions which are designated as Christian, Socialist, liberal, professional, or independent. Alternatively, workers may choose to enroll with a governmental body, the Auxiliary Sickness/Invalidity Insurance Fund. The individual associations process benefit claims and make payments.

Earnings records for retirement and survivors insurance are maintained by a semi-public organization, the General Retirement and Savings Fund. Applications for retirement and survivors pensions are filed with the mayor of the applicant's commune or, if the applicant is abroad, the National Employees' Pensions Office which adjudicates all claims. Benefit payment is made by the National Retirement and Survivors Pensions Fund. Self-employed workers must enroll with one of 17 social insurance funds for the self-employed. Failing this, they are automatically enrolled with the Auxiliary National Social Insurance Office for the Self-employed. Retirement and survivors benefit claims under the self-employed persons' system are adjudicated by the National Social Insurance Institute for the Self-employed, while payment is made, as for employees, by the National Retirement and Survivors Pensions Fund. The self-employed file their claims with their local mayor, or if abroad, with the National Institute.

The social security administrative bodies are generally supervised by boards of directors which consist of equal numbers of employer and employee representatives and an independent chairman; e.g., a judge or a Member of Parliament. Under the family allowances and sickness/invalidity programs, representatives of other special interests are included, namely family organizations and representatives of hospitals and the medical profession. Responsibility for general administrative oversight and formulation of social policy, however, remains with the competent cabinet minister; i.e., the Minister of Social Welfare for retirement and survivors pensions, sickness/invalidity insurance, work injury and occupational disease insurance, family allowances, and annual vacations; and the Minister of Employment and Labor for unemployment insurance. The Minister for the Middle Classes is responsible for retirement and survivors insurance, sickness/invalidity insurance and family allowances for the self-employed.

Appeals under the Belgian social security system are heard at three levels: before labor tribunals, labor appeals courts, and in the final instance the Belgian "Cour de Cassation" (Supreme Court). The labor tribunals have jurisdiction over matters involving social security benefits and the social security obligations of employers, self-employed persons and beneficiaries. There are 9 labor tribunals, each situated in a different region. Each tribunal has two chambers with a career magistrate presiding. In addition, each chamber has two "judges for social matters." In cases involving social security

for employees, one of these must be nominated by employer organizations and the other by union organizations. When a case involves the social security rights or obligations of a self-employed worker, the chamber is composed of two career magistrates and one "judge for social matters" nominated by the professional organizations of the self-employed. The labor appeals courts, of which there are five, are similarly organized.

Decisions of the labor tribunals may generally be appealed to the labor appeals courts. Cases involving employers' obligations, voluntary social security for Belgians abroad, cash work accident and occupational disease benefits, and cases involving conflicts between social security agencies may only be appealed if the total amount contested exceeds BF 3,500.

The Belgian Supreme Court may hear cases alleging violation of the law or due process. In addition, the prosecutor general of the Belgian Court of Appeals (not the labor appeals court) may bring cases before the Supreme Court alleging that governmental agencies have exceeded their authority.

VI. International Agreements

Belgium concluded its first social security agreement (dealing exclusively with work accident insurance) with Luxemburg in 1905. Since the Second World War it has concluded agreements with about two dozen countries, including the Social Security Regulations of the European Communities. Belgium's bilateral agreements generally guarantee equal treatment of nationals, eliminate dual coverage and contributions, and provide for totalization of social security credits and payment of pro rata benefit.

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